



AUD/ 1-10(144)/ / Hiring/2016-17

Dated: 26 Aug 2016

To,

Subject: Notice Inviting Tender for rate contract of heavy duty photocopier machines on cost per copy basis

The Ambedkar University Delhi (AUD) invites sealed quotations from suppliers having proven track record in supply and installation of heavy duty digital photocopier machines on cost per copy basis. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 13-09-2016 up to 3.00 pm, duly super scribing the work i.e. **“Technical Bid for supply and installation of Photocopier machines on cost per copy basis”** and **“Financial Bid for supply and installation of Photocopier machines on cost per copy basis”** on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website 'www.aud.ac.in'.

Deputy Registrar (Admin)

Copy forwarded to:-

1. Registrar, Ambedkar University Delhi
2. Controller of Finance, Ambedkar University Delhi

Terms & Conditions

1. Parties:

The parties to the contract are the Tendering Firm and Ambedkar University Delhi (AUD).

2. Contractor:

The term Contractor shall mean Company, Firm, Contractor or the party to whom the Contract is awarded and shall include his/ her/ their heirs, legal representative, assigns and successors.

3. Scope of Work:

(a) Providing photocopier machines on rate contract on cost per copy basis to AUD as described in Annexure-I.

(b) The period of providing photocopier machines on cost per copy basis is initially two years, with a provision to extend it further for a period of one year at a time on the same terms & conditions, provided the services of the Contractor are found satisfactory.

(c) The Contractor shall have to provide the photocopying machines, consumables (Cartridge etc.) and other materials required. AUD shall be responsible for providing Photocopy paper, machine operator, space to keep the photocopying machines, and power supply only. Everything other than this shall be the responsibility of the Contractor at their own cost. Necessary maintenance stores/ consumables should be provided by the Contractor as and when required for smooth functioning of the machine.

(d) The photocopier machine provided by the Contractor should be of good quality and renowned brand and not more than two years old. It should be the responsibility of the Contractor to ensure that the photocopier machine is free from any defects and is in perfect running condition before installation. AUD's decision about the condition of the machine will be final.

(e) The Contractor shall also be responsible for maintenance of the photocopy machines and replacement of its parts.

(f) In case the machine is not working satisfactorily or it is not found to be suitable, it should be changed immediately on receiving a request from AUD to that effect.

(g) No deposit will be paid by AUD for supply and installation of photocopier machines. Fitment/ installation of all items/ equipment/ accessories will be done by the Contractor only free of cost.

(h) All repair/ replacement/ installation/ dismantling work will be done by the Contractor free of cost. Any type of masonry, carpentry, or structural work will be done by the Contractor free of cost only.

(i) Bidders are advised to visit the AUD campuses before submitting their bids. In case of any query, AUD Administration may be contacted on Telephone No. 23863655.

(j) Any fault reported before 12 PM on a given day, shall be attended by the Contractor within 6 hours of reporting/ logging through telephone call/ email/ message. Faults reported after 12 PM on a given day should be rectified before 12 PM on the next day.

(k) The Service Engineer of the Contractor will carry out preventive maintenance of each photocopier machine at least once every month.

(l) Initially, six Nos. of photocopier machines are required to be fitted. AUD reserves the right to increase or decrease the quantity subsequently during the period of contract. In that case, the payment will be made for actual quantum usage on pro rata basis.

(m) All material to be used for installation of photocopier machines should be of good quality (IS Standard).

(n) All work should be carried out under supervision of System Administrator (IT), AUD.

4. Location:

The photocopier machines will be supplied and installed at the Kashmere Gate/ Karampura or any other Campuses of the Ambedkar University Delhi.

5. Eligibility Criteria

(a) The invitation is open for suppliers having proven track record in supply and installation of photocopier machines on cost per copy basis.

(b) The bidder should have at least 02 years experience in supplying and installation of Photocopier machines on cost per copy basis to a Government organization / PSU/ Autonomous bodies/ Reputed private organizations. The Firm should be located in Delhi NCR.

(c) The bidder should have PAN No., TIN No. and VAT No. and should submit their legible attested copies with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

(d) The bidder should have had average annual financial turnover of **Rs. 5 Lakh** during each of the last two years. (copies of ITR or annual accounts certified by CA mentioning Financial Turnover to be attached).

6. Technical Bid

(a) The Technical bid, having details of the Firm along with the Earnest Money Deposit, should be submitted in the form given in Annexure–II.

(b) A bidder will submit EMD of Rs 5,000/- in the form of Demand Draft/ Banker's Cheque along with the bid.

(c) The Technical bid (Part-I) will be opened at 3:30 PM on 13-09-2016 in the presence of intending bidders, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

7. Financial Bid

(a) The Financial Bid should be submitted in the form given in Annexure–III.

(b) The rates should be quoted in Indian Rupees only in words as well as in figures.

(c) Rates shall be valid for the entire duration of the contract. No claim for compensation or loss due to price fluctuations or any other reasons/ causes will be entertained during the period of contract.

(d) The consolidated price quoted shall be firm and final and payable for the goods delivered & installed and shall include all taxes, duties, VAT etc. as applicable.

(e) All taxes and levies will be paid by the Contractor only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. No Transport charges will be paid and no extra charges will be paid for servicing/ repair the photocopier machines, if required.

(f) If there is a discrepancy in rates between figures and words, the amount given in words will prevail.

8. Criterion for Evaluation of Tenders:

- (a) The evaluation of the tenders will be made by a Tender Evaluation Committee first on the basis of technical information furnished in form given in Annexure–II, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Annexure–III, for each item.
- (b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the bidders to make a presentation before it. The bidder may also be asked to produce a sample of each item for inspection at the time of evaluation of bids.
- (c) AUD will award the contract to the bidder whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be competent to perform the contract satisfactorily. AUD shall however not bind itself to accept the lowest or any tender bid, wholly or in part.
- (d) It must be kept in view that no decision will be given by the Tender Evaluation Committee. Any inferences drawn during the meeting of this Committee by the bidders or their representatives will be their own view, for which the University will not be responsible and will not abide by the same.

9. Bid Security/ Earnest Money Deposit (EMD)

- (a) EMD of Rs 5,000/- in the form of demand draft/ banker's cheque from any of the scheduled banks drawn in favour of "Registrar, Ambedkar University Delhi" shall accompany the technical bid.
- (b) A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- (c) The Bid security of the unsuccessful bidder will be discharged/ returned to them after finalization and award of the contract without any interest.
- (d) The bid security may be forfeited:
 - I. If a bidder withdraws his bid during the period of bid validity specified in the bid document;
 - II. In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

10. Performance Security Deposit (PSD)

- (a) PSD of Rs 15,000/- will have to be deposited within 15 days on receipt of notification of award to ensure due performance of the contract.
- (b) PSD shall be in the form of Demand Draft/ Bank Guarantee payable to Registrar, Ambedkar University Delhi.
- (c) The PSD should be valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.
- (d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

11. Documents/ Certificates

The Tendering firms/ agencies are required to submit the photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- (a) Copy of CST/ VAT/ TIN Registration Certificates.
- (b) Copy of PAN Card.
- (c) Copies of ITR or annual accounts certified by CA mentioning Financial Turnover in the last two years.
- (d) At least one supply order each in the last two years as proof of experience in supplying Photocopier machines on rent to at least one Deptt. of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU)/ Reputed private organizations has to be attached.
- (e) Declaration regarding blacklisting or otherwise.

12. Mode of submission of Tenders and last date

The tender bids, complete in all respects, should be submitted in the prescribed format along with all supporting documents. **The Technical & Financial bids should be kept in separate sealed envelopes.** Both these envelopes should be then kept in another sealed cover addressed to the Registrar, Ambedkar University Delhi Lothian Road, Kashmere Gate, Delhi-110006 and should reach on or before 13-09-2016 by 3.00 pm.

13. Signing of the bids

- (a) All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.

(b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

(c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

14. Period of validity of bids

The bids submitted by the Bidders shall be valid for a minimum period of 90 days, computed from the date of award of the contract.

15. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

16. No withdrawal after submission of bids

Bidder shall not be permitted to withdraw his/ her/ their offer or modify the terms and conditions thereof after acceptance of tender. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rate, the aforesaid amount of Earnest Money and Performance Guarantee, will be forfeited by the University. Besides this, the bidder shall also be liable to be debarred/ blacklisted from participating in the tendering process of AUD in future.

17. Non acceptance of the tenders received after the last date

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

18. Extension of contract

The contract can be extended by mutual consent of both the parties, one year at a time, on the same terms and conditions. However, it will be obligatory on the part of the Firm to continue to work at the rates prevailing on the last date of the Agreement even beyond contract period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

19. Breach of Terms and Conditions:

AUD may terminate the contract at 30 day's notice in case the Contractor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor

20. Penalty

(a) It will be the responsibility of the Bidder to supply, install and make the Photocopier machines operational in accordance with the supply order within stipulated time frame, otherwise, the University may impose penalty.

(b) If it is found the Photocopier machines are of substandard quality and not conforming to the required brand/ specifications, the Contractor, will not only have to replace the fake/ substandard items with genuine ones but will also be liable to be blacklisted.

(c) A penalty of up to 20% of the value of the supply order shall be imposed for any inferior quality / incomplete supply of Photocopier machines.

(d) The penalty amount for non rectification of faults/ not making an photocopier machine operational will be as follows :

- (i) Fault not rectified within 6 hours for the complaints reported by 12 pm on a given day by telephone/ email or any other messaging medium shall be @ Rs 10/- per hour.
- (ii) Fault not rectified upto 12 PM on the next day for the complaints reported after 12 pm on a given day by telephone/ email or any other messaging medium shall be @ Rs 10/- per hour.
- (iii) Major faults not rectified within 48 hours shall be @ Rs 200/- per day.

(e) Any delay beyond 10 days for not making a photocopier machine operational, the penalty will be enhanced to Rs 300/- per day.

(f) AUD shall be at liberty to get the photocopier machine repaired from the open market, if the same is not made operational within 15 days. In that case, the actual cost of repair shall be recovered from the Contractor. In extreme cases, the action of forfeiture of security money/ pending bill/ blacklisting of the Contractor can be resorted at the discretion of the competent authority.

21. Purchaser's Rights

(a) AUD 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 and is not bound to accept the lowest tender.

(b) AUD reserves the right to award the tender to more than one bidder.

(c) AUD 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.

(d) The tender document is valid for a period of six months from the date of issue. If Work order/ Supply order is not issued within this period, the process will have to start afresh.

(e) AUD reserves the right to blacklist a bidder for a suitable period, in case the bidder fails to honour its bids without sufficient grounds.

(f) If a Contractor violates any of the terms & conditions after award of the contract, it shall be liable to be blacklisted and its EMD/ PSD shall be forfeited.

(g) All the Photocopier machines/ other items supplied and installed should be genuine and of the specified branded company. If the Photocopier machines/ other items supplied are found to be of substandard quality, the same will be returned/ replaced and the AUD will not be responsible for any loss to the concerned Contractor for such supply.

(h) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

22. Statutory Obligations:

(a) All statutory obligations under various laws from time to time shall be borne by Contractor for which no extra payment shall be made at any time during the contractual period.

(b) The Contractor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any Contractor, the Contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time).

(c) AUD shall in no way be involved in any dispute of whatever kind, between the Contractor and the staff engaged by the Firm.

23. Guarantee/ Warrantee

The guarantee/ warranty given on photocopier machines by the OEM will be run by the Contractor.

24. Mode of Payment

(a) The Contractor will produce quarterly bills for release of payment. The payment will be released only after getting satisfactory service report for the billing period from the user of the machine.

(b) Payment will be made direct to the supplier through NEFT transfer only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

25. Agreement

The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure V on a stamp paper of appropriate denomination and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of supply order.

26. General / others

(a) The bidders will be bound by the details furnished by him / her to the AUD, while submitting the tender or at any subsequent stage. In case, any of such documents furnished by him / her is/ are found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

(b) In no circumstances, the Contractor 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.

27. Force Majeure:

If, at any time during performance of the contract, the Contractor encounters conditions impeding timely execution of the work, he shall promptly notify AUD, in writing of the fact of delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Contractor's notice, AUD shall evaluate the situation and may at its discretion extend the time for completion.

28. Clarifications/ Other matters :

Any clarification in regard to the meaning or intent or interpretation of any of the provisions of these terms and conditions required at any point shall be sought from the Registrar, AUD whose decision in the matter shall be final and binding. Any other matter relevant to but not covered in the Agreement shall also be decided by making reference to him and his decision shall be final and binding.

29. Arbitration:

(a) If dispute or difference of any kind shall arise between AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian Arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

30. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in the National Capital Territory of Delhi and all obligations hereunder shall be deemed to be located at the NCT of Delhi and the Court within NCT of Delhi will have jurisdiction to the exclusion of all other Courts.

Details of Photocopier machines required on cost per copy basis

| S. No | Description | Make |
|--------------|---|---|
| 1 | <p>Photocopier Machine</p> <p>A3 size digital copier, Duplex Automatic (back to back copying), RADF/DADF (Reverse Automatic Documents Feeders), Network Printer/ Colour Scanner, Memory, Hard Disk Drive, Colour Scanning,</p> <p>Capacity : 25 Copies per minute Zoom Range : 25% to 400% Resolution : 600 x 600 dpi Network Printer : Yes Compatibility : Windows 7 Power Source : 220 - 240V / 6A / 50 - 60Hz</p> | Only Make of : Konica Minolta, Ricoh, Xerox, Canon, Brother, HP, Panasonic. |

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for supply and installation of Photocopier machines on cost per copy basis**”. It shall consist of the following documents/ information:

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. Nature of Agency (Sole/ Partnership/ otherwise) :

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. At least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in each of the last two years (Attach copies).

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a certificate as per Annexure IV to this effect.

10. Are you related in any way with any staff member of AUD : Yes/ No.

11. The tender document should be **duly signed on each page.**

Check list

| S. No. | Check list of documents/ Undertakings | YES/NO | Remarks (Give reasons if answer is No) |
|---------------|---|---------------|---|
| 1. | Is demand draft/ banker's cheque for a sum of Rs 5,000/- towards EMD, attached? | | |
| 2. | Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached? | | |
| 3. | Is copy of PAN No. attached? | | |
| 4. | Is at least one work order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Private organizations in last two years attached? | | |
| 5. | Is undertaking certifying that the Firm is not black listed signed as per Annexure IV? | | |

Place :

Signature of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Financial Bid

The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for supply and installation of Photocopier machines on cost per copy basis**”. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof.

| Model/Make of the Photocopier Machine | Accounting Unit | Qty | Rate per copy of A4 Size excluding paper (Rs) | Taxes & Duties | Total cost per copy A4 Size (Rs) |
|--|------------------------|------------|--|---------------------------|---|
| | Nos. | 01 | | | |

Note : The quoted rates shall include all taxes, duties, VAT, insurance, custom duty etc. as applicable and no extra shall be payable on this account. Vague offers such as custom duty extra, cartage extra, tax extra etc shall not be accepted. Any extra taxes, duties, levies not written in the above table but written separately at any other place in the bid document shall not be considered and the bidder shall bear it.

Signature :
Name & Designation :
Name of the Firm/ Agency :
Seal of bidder :
Date :

UNDERTAKING (To be submitted with Technical Bid)

It is certified that my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed Private organizations and no criminal case is pending against the said Firm/ Agency/ Company as on _____.

Signature of the Bidder _____

Name of the Signatory _____

Name of the Firm/Contractor _____

Seal of the Firm/Contractor _____

Place:

Date: _____

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

Agreement for Photocopier machines on cost per copy Basis

This agreement is made on _____ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s _____, a registered company with registered office at _____,

hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for providing rate contract of photocopier machines to the AUD on cost per copy basis as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____, which shall hold good during period of this agreement.

2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.

3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of three months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 24 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned the Contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____
Authorised Signatory

Witness 1 _____

Witness 2 _____