

**GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
DELHI SUBORDINATE SERVICES SELECTION BOARD
FC-18, INSTITUTIONAL AREA, KARKARDOOMA, DELHI- 92**

**BID DOCUMENT FOR EMPANELMENT OF AGENCIES FOR SUPPLYING OF 04 TO 05
PHOTOCOPIER MACHINES ON RENTAL BASIS ON MONTHLY BASIS**

Period of Contract	Two year (Extendable for another One Years)
Start date of downloading the Tender Form	15.12.2016 by 10.00 AM
Last date of downloading the Tender Form	30.12.2016 by 11.00 AM
Last date & time of online submission of Form	30.12.16 by 12.00 NOON
Date and time of opening of online Technical Bids	30.12.16 by 02.00 PM
Date and time of opening of online Financial Bids	After Evaluation of Technical Bids
Performance Security	60,000 in favour of DDO, DSSSB
Bid Security	30,000 in favour of DDO, DSSSB
Tender validity	90 Days after opening the tender
TENDER DOCUMENT CAN BE SEEN & DOWNLOAD at http://govtprocurement.delhi.gov.in	

INVITATION OF BIDS

Online bids are invited for Supply of 05 Photocopier Machines on Monthly Rental Basis from reputed firms and having business in Delhi in this field for the last three years for the supply of Photo Copier Machines.

Tenderers /Bidders are advised to read the tender document carefully before submitting Annexure – I and Annexure – II, in order to avoid any further disputes It shall be presumed that the tenderer/bidder have considered and accepted all the terms and condition of this tender.

For any clarification in respect of the tender, Care Taking Branch, DSSSB may be contacted on any working day during office hours or on Tel. No. 011-22370308.

The tender form is non-transferable.

SUBMISSION OF EMD

Each tenderer submit the “E.M.D” as mentioned above. This amount should be in the form of an FDR or Demand Draft from any Commercial bank in favour of “DDO, DSSSB.

EXEMPTION OF EMD

The exemption for depositing earnest money will only be allowed as per the provisions of the G.F.R. for which exemption certificate must be attached within the tender.

REFUND OF EMDs

In case of the vendor whose bid is not short listed and whose bid is not lowest, the “E.M.D” shall be returned without any interest after the acceptance of the recommendation of the Purchase Committee.

RELAXATION OF TERMS AND CONDITIONS

The Chairman, DSSSB/PURCHASE/EVALUATION COMMITTEE is empowered to relax any term or condition mentioned herein

AGREEMENT/PERFORMANCE SECURITY

The contractor will have to enter into a written Agreement with this department within 07 days of intimation of acceptance of approved rates. That the contractor shall also deposit Performance Security with the e-Stamp Paper of Rs. 100 for execution of Agreement @ Rs. 10,000.00 in favour of DDO, DSSSB in the form of FDR from any scheduled Bank. The performance Security shall also stand forfeited in the event of premature withdrawal of the tender.

OPENING OF THE TENDER

The duly Constituted Purchase Committee constituted with the approval of the Chairman, DSSSB will assess the eligibility of the tenderer and also evaluate the Financial bid of the tender/fir,.

PERIOD OF THE CONTRACT

The contract shall be valid for a period of Two years. The Department reserves the right to curtail or to extend the validity of the contract on the same rates and terms and conditions at the discretion of the Department for further 01 Years.

TERMINATION OF THE CONTRACT

The contract can be terminated by the Board/Government with one month notice, if during the tenure of the contract the performance is not found to be satisfactory and in this regard the decision of the Board will be final and binding on the Agency.

FORFEITURE OF EMD.

The EMD shall stand forfeited if a bidder withdraws or amends the bid/tender or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount.

SUBMISSION OF THE DOCUMENTS/ELIGIBILITY CONDITIONS

The photocopy of the document as mentioned below to be submitted with tender:-

- 01 Signed and stamped Terms & Conditions.
- 02 Copy of the registration No., /TAN No. / Service Tax No.
- 03 Self Attested copy of the PAN Number.
- 04 Copy of incorporation Certificate & Constitution of Firm – Partnership, Proprietary
- 05 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.
- 06 Bids will be accepted with all the required documents. The sealed quotation/ tender with EMD should be reached physically before the date & time as mentioned above in the Caretaking Branch, DSSSB
- 07 The Firm should be an ISO certified 90001-2000

08 Performance Certificate of last Three Years with complete address and Telephone Nos.

09 Minimum Annual Turnover required in any of three proceeding financial year shall be Rs. 03,00,000 Lakhs each year. Proof of Annual Turnover shall be submitted in form off TDS Certificate or Audited Balance Sheet of last three proceeding financial years i.e. 2014-15, 2013-14 and 2012- 13

SPECIAL TERMS AND CONDITIONS:-

01 The New Digital Photocopying Machine shall be supplied by the Tender.

02 Rental Charges shall be net F.O.R. destination inclusive or freight handling and packing charges, insurance, maintenance, voltage stabilizer, trolley etc.

03 Product with ISI certification marks will be preferred.

04 Rental Charges shall remain FIRM without any variation till Completion of contract period.

05 The Department shall under no obligation to accept the lowest or any other bid and shall the right to accept or reject any bid in part or in full without assigning any reason whatsoever.

06 Bid should be free from Correction and ERASUERES. Corrections if any must be counter-singed. All prices should be indicated both in words as well as in figures. If there is difference between prices quoted in Value(S). The higher value will be considered for evaluation and lower values will be considered for ordering.

07 DSSSB reserves the right to split the order for individual items(s) with different bidders and also increase/decrease the quantities.

MAINTENANCE:

The bidder shall be responsible for all maintenance of the machine inclusive of supply of spares and consumables except power during the entire contract period.

COMPLAINT

Complaint lodged during forenoon shall be attended in the afternoon of the same day and complaint lodged in the after shall be attended in the forenoon of next working day. In case performance of a machine is found to be unsatisfactory i.e. giving frequent breakdown, vender will be required to provide suitable replacement of the machine immediately.

DEDUCTION DUE TO MACHINE DOWNTIME

Any machine complaint reported shall be set right on the day of reporting the complaint or at the most on the next working day, failing which deduction will be made from the monthly rental charges

TRAINING:-

Vendor will provide necessary training, if required, to the operators as to train them in the day to day operation of the machine so that they are able to use the machines properly.

REJECTION OF BIDS –

The DSSSB reserves the right to accept or reject any bid OR ANNAL/SCRAP the bidding process and reject all bids, at any time prior to the award of contract without assigning any reasons therefore.

TERMS & CONDITIONS:

Terms and Conditions of the tender are as under:-

01 The tenderer should take care that no column in the tender document should be left blank which would be otherwise making the tender liable for rejection.

02 Any act on the part of the tenderer to influence anybody in the Board is liable for rejection of the tender.

03 The successful tenderer shall have to deposit a performance security @ s. 5% of the total contract value or Rs. 10,000.00 which is higher side by way of a Fixed Deposit of Rs.10,000.00 to the Board on or before of the Award of work.

04 The successful tenderer shall not engage any sub-Contractor or transfer the contract to any other person/firm/agency in any manner. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.

05 Any person who is in Govt. service or an employee of this Board should not be made partner to the contract by the Tenderer directly or indirectly in any manner whatsoever.

06 The Tenderer shall indemnify the Board against all other damages/charges and expenses for which this Board may be held liable or pay on account of the negligence of the Tenderer or his staff or any person under his control whether in respect of accident, injury to the person or damage to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Board shall not be responsible financially or otherwise for any injury to the worker or person deployed by the Tenderer during the course of performing duties.

07 The rate contract shall be valid initially for one year and the Board reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Tenderer.

08 During the period of contract, the rates will not be revised with the revision of any taxes by the Government of NCT of Delhi or by the Government of India.

09 The Tenderer shall not employ any person who has not completed eighteen years of age. The Tenderer shall comply with all the statutory provisions as laid down under various Labour Laws/Acts/Rules like Minimum Wages, EPF, ESI, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts/Rules in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable upon the Tenderer, there will not be any liability upon the Board.

10 The Board will be under no legal obligation to provide employment to any of the personnel of the Tenderer during / expiry of agreement period and the Board recognizes no employer-employee relationship between the Board and the personnel deployed by the Tenderer/agency.

11 The prices quoted should be inclusive of all charges and excluding taxes.

12 The Chairman, DSSSB reserves the right to terminate the contract without assigning any reason by giving a notice of 15 days to the Tenderer at any point of time during the period of the contract.

13 The interested firms can contract the Care Taking Branch on any working day during the office hours.

14 Each paper of the bid should be serially numbered and duly signed by the bidder with the seal of the firm on every page.

15 The Chairman, DSSSB shall have every right to cancel the Contract at any time during the period of the contract without assigning any reason.

16 The Chairman, DSSSB reserves the right to relax any term or condition mentioned herein.

PENALTIES:

01 For not providing the Items in time a penalty of Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.

02 For misbehavior of the worker Rs. 1000/- will be imposed per default and maximum penalty as decided by the Competent Authority.

03 For causing damage to the public property: Three times the market value of the damaged property or Rs.5000/- whichever is higher will be levied.

04 For breach of any of the conditions of the contract: Termination of contract and forfeiture of Performance Security or a minimum penalty of Rs.5000/- per default as the case may be depending upon the grounds of violation.

05 For persistent breach or unsatisfactory services- termination of contract along with forfeiture of performance security and blacklisting.

PAYMENT TERMS:

01 The payment shall be made on submission of the bills (In triplicate) after the satisfactorily completion of the work assigned, at approved rates after deducting penalties if any. No advance payment will be made.

02 The Board will deduct Income Tax at source under Section 194-C of Income Tax Act from the Tenderer at the prevailing rates of such sum as income tax on the income comprised therein

DISPUTE:-

In case of any dispute, DSSSB/any office authorized by him on his behalf will be the sole arbitrator to settle the dispute and his decision will be binding on both the parties.

RECOVERY:-

The Board reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess

BID EVALUATION CRITERIA:

01 In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item shall be evaluated on the basis of highest quoted rates by the another bidder. The Tenderer shall, however, be required to meet time bound work and to the standardized satisfaction of the DSSSB.

02 Among eligible bidders, the Departmental Bid Evaluation Committee shall select the bidder who is charging reasonable rates.

JURISDICTION OF COURT:

The courts of Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

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LIST OF MACHINES TO BE HIRED FOR PHOTOCOPIER

REQUIREMENT = ONE MACHINE

SRN	PARTICULARS	AMOUNT
1.	BRAND AND MODEL TO BE INSTALL HAVING CAPACITY TO PHOTOCOPY IN ONE MINUTES 45 PAGES ALSO HAVING FUNCTION FRONT AND REAR SIDE ALSO	
2.	MONTHLY RENT	
3.	Minimum Monthly commitment of Free copies in monthly rental	
4.	Extra Photo Copy Cost/ Print Cost	
	TOTAL	

REQUIREMENT OF MACHINES = FOUR MACHINES

SRN	PARTICULARS	AMOUNT
1.	BRAND AND MODEL TO BE INSTALL HAVING CAPACITY TO PHOTOCOPY IN ONE MINUTES 35 PAGES ALSO HAVING FUNCTION FRONT AND REAR SIDE ALSO	
2.	MONTHLY RENT	
3.	Minimum Monthly commitment of Free copies in monthly rental	
4.	Extra Photo Copy Cost/ Print Cost	
	TOTAL	

OPENING OF TECHNICAL:-

Place, date and time of opening of Technical Bid:-

In the room of System Analyst or in the Computer Branch of Delhi Subordinate Services Selection Board, Govt. of NCT of Delhi, FC-18, Institutional Area, Karkardooma, Delhi-92 as per the schedule time mentioned in the Tender Document.

In case, any holiday is declared by the Government on the day of opening of the tender, the tender will be opened on the next working day at the same time but the tender box will be sealed on the scheduled day and time.

OPENING OF FINANCIAL BID

01 Financial Bids will be opened only of those firms which qualify I technical bid.

02 In case, any holiday is declared by the Government on the day of opening of the tender, the tender will be opened on the next working day at the same time but the tender box will be sealed on the scheduled day and time.

PROCFURE OF SUBMISSION OF BIDS:

Bank Draft of Rs. 2,000.00 in favour of DDO, Delhi Subordinate Services Selection Board, FC-18, Institutional Area, Karkardooma, Delhi-110092 as EMD. Original EMD Should be dropped in the Tender Box in physical, kept at the reception counter in the office of DSSSB before opening of Tender.

REJECTION OF BID:-

The chairman, DSSSB reserves the right to reject the bid in the event of information being found false or detected incorrect or incomplete at any stage prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.

FORFEITURE OF BID SECURITY:-

Bid Security will be forfeited in case of:-

- 01 If at any stage, any of the information/declaration given by the bidder is found false.
- 02 If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
- 03 In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the tender.
- 04 In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and condition of the tender.

AGREEMENT:-

- 01 The successful bidders/agencies shall enter in Agreement with DSSSB.

FORCE MAJEURE:

Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, it is delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency and involving the Agency's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force majeure situation arises the qualified agency shall promptly notify the Board in writing for such conditions and obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event. The Board may terminate the contract by giving notice of 15 days to the agency, if as a result of force majeure event, the agency being unable to perform a material portion of the services for a period of more than 30 days.

ARBITRATION:

All disputes and differences arising out of, or in any way touching or concerning the agreement entered into between the Board and company (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the arbitration of the Lt. Governor of the National Capital Territory of Delhi, or his nominees, or in case his designation is changed or his office is abolished, to the sole arbitration of any person who for the time being, is entrusted, whether or not in addition to other functions with the functions with the function of Lt. Governor of the National Capital Territory of Delhi, by whatever designation such officer may be called or a person nominated by such officer. There will be no objection to any such appointment that the arbitrator so appointed is a Government servant, that he had to deal with the matter to which this agreement relates and that in the course of his duties as such Government servants he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties.

JURISDICTION OF COURT:

The courts of Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

BID EVALUATION CRITERIA:

01 In case it is found that the bidder as per the requirement of the bid has not quoted any specified item his bid on that particular item shall be evaluated on the basis of highest quoted rates.

02 Among eligible bidders, the Departmental Bid Evaluation Committee shall select the bidder who is charging minimum rates i.e. lowest bidder (L-1).