



Fair Competition  
For Greater Good

Competition Commission of India  
3<sup>rd</sup> Floor, Hindustan Times House,  
18-20, Kasturba Gandhi Marg,  
New Delhi – 110 001

F.No.D-17016/1/2016-CSD(112)

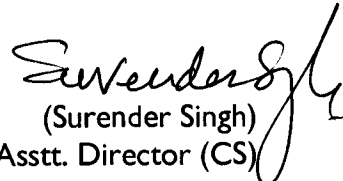
Dated : 22 February, 2016

### **LIMITED TENDER NOTICE**

Subject : Annual Comprehensive Service/Maintenance Contract – Sharp Photocopier Machines

Competition Commission of India (CCI) invites sealed tenders/quotations under two bid system in the prescribed format from the authorized dealers of Sharp Photocopying Machines operating in Delhi/NCR for Annual Comprehensive Service/Maintenance Contract (ACSMC) for maintenance Sharp Photocopying Machines installed at the offices of CCI located at Hindustan Times House, Kasturba Gandhi Marg, New Delhi-110 001 and Office of DG CCI at Hudco Vishala Building, Bhikaji Cama Place, New Delhi-110 066, for a period of one year (extendable subject to satisfactory services) on per copy rate basis.

2. Interested agencies may submit tender/bids to the undersigned latest by 10-03-2016 till 1500 hours along with EMD amount of Rs.25,000/- through Demand Draft/Banker's Cheque in favour of "Competition Commission of India (Competition Fund) A/c".
3. The bids will be opened on the same day i.e. 10-03-2016 at 1600 hours at the above mentioned address. Eligibility conditions, instructions, terms & conditions are given in the tender document.

  
(Surender Singh)  
Asstt. Director (CS)



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## **TERMS & CONDITIONS OF CONTRACT FOR ANNUAL COMPREHENSIVE SERVICING/MAINTENANCE OF SHARP PHOTOCOPIERS**

### Part-I - Eligibility Criteria

1. The firm should be an authorized Service provider of Sharp photocopiers and copy of authorization (latest) should be submitted. Tenders of non-authorized firms shall be rejected.
2. The firm must have experience of 3 years in the field of servicing of Sharp photocopiers. The firm should have experience of this work in at least 3 Govt. Departments/PSUs/Autonomous/ Statutory Bodies. Copies of award letter in this regard should be enclosed.
3. The firm must have minimum annual turnover of Rs. 10 lakh yearly during the last three years from this business. Copies of proof in this regard should be enclosed in the form of certificate from Chartered Accountant or copies of audited statement of accounts clearly indicating the turnover from servicing work.
4. The firm should not have been blacklisted by any Govt. Department/PSU/Autonomous/ Statutory Body. An undertaking in this regard, duly signed by Owner/Proprietor/Director/ Authorized Signatory, etc., as per proforma given at Annexure-I should be submitted.
5. The firm should have Sales Tax, Service Tax Registration, TIN & PAN (proof to be enclosed)
6. All relevant documents must be submitted along with tender. Tenders without required documents or tenders with superfluous documents are liable to be rejected summarily.

### Part-2 – General

1. The Annual Comprehensive Service/Maintenance Contract will be initially for a period of one year which can be extended for a further period of one year on the same terms and conditions subject to satisfactory services.
2. The machines are installed at offices of CCI located at Hindustan Times House, Kasturba Gandhi Marg, New Delhi and Office of DG CCI at Hudco Vishala Building, Bhikaji Cama Place, New Delhi.

3. The number of Sharp Photocopying Machines to be placed under ACSMC is about 11 (eleven). Necessary details of the machines are as follows:-

S.No.	Location	Model	Machine No.	Date of Purchase/ Installation	No. of Copies made as on 04/01/16
1	CCI, HT House, 3rd Floor	MX-550U	7500274Y	17-03-2008	947472
2	CCI, HT House, 4th Floor	MX-M550U	95005630	03-02-2010	2502055
3	CCI, HT House, 7th Floor	MX-M550U	95005670	03-02-2010	2597970
4	CCI HT House, 3rd Floor	MX-M550U	95005660	15-06-2010	2864389
5	CCI, HT House, 11th Floor	MX-M753N	5006918	26-05-2011	623804
6	CCI, HT House, 4th Floor	MX-M452N	43001341	12-03-2014	585133
7	CCI, HT House, 11th Floor	MX-M452N	43000608	29-09-2014	317230
8	CCI, HT House, 4th Floor	MX-M452N	4300004X	26-12-2014	274419
9	O/o DG CCI, Hudco Vishala Building, Bhikaji Cama Place	MX-M550U	95005622	27-04-2010	893070
10	O/o DG CCI, Hudco Vishala Building, Bhikaji Cama Place	MX-M700U	5005414	04-10-2010	3005597
11	O/o DG CCI, Hudco Vishala Building, Bhikaji Cama Place	MX-M452N	23000485	05-10-2012	1243034

4. The bidders may visit the offices of Competition Commission of India located at Hindustan Times House, Kasturba Gandhi Marg, New Delhi – 110 001 and Office of DG CCI at Hudco Vishala Building, Bhikaji Cama Place, New Delhi – 110 066 and inspect the machines from 03-03-2016 to 04-03-2016 between 1400 hours – 1700 hours.

5. The Annual Comprehensive Service/Maintenance Contract (ACSMC) will include all parts including plastic parts and consumables for the machines except power supply and photostat papers. It will be the responsibility of the firm to provide and use genuine spare parts and consumables of machines of Manufacturer Company. If any damage is caused to the machines during repair or due to use of spurious consumables or fake spares etc., the full cost of repair of such machines will be borne by ACSMC holder.

6. The company/firm will intimate CCI and Office of DG CCI the telephone/mobile numbers where complaints can be lodged. For this purpose, stickers bearing name of company and telephone numbers will be put on all machines. A complaint number should be given by the company/firm every time a complaint is lodged.

7. Complaints should be attended within 3 hours. In case any complaint is lodged after 3 pm, it should be attended by 9:30 am on next day positively.

8. The company/firm will maintain a record of complaints, consumable used, parts replaced on every machine under contract indicating date, meter reading, etc. It should be signed by technician and Officers of CCI/DG CCI on every visit.

9. The initial servicing of the machines (including inner and outer cleaning) shall be completed within 15 days from the date of commencement of contract and a report duly signed by Officers of CCI/DG CCI must be submitted to CCI in this regard.
10. The machines should be serviced every month or earlier and cleaned (outer & inner) every fortnight or earlier, as required, even if there is no complaint. A report in this regard duly signed by Officers of CCI/DG CCI must be submitted by the company/firm at the end of every month.
11. During the period of contract, the Company/firm will be responsible for proper and consistent functioning of all machines under contract. In case any machine goes out of order, the repair should be carried out by the company/firm in the premises of CCI's offices. Only such work, which cannot be executed in the premises of CCI's offices, will be allowed to be done in the workshop of the company/firm with prior permission of this office, for which no extra charges like cartage, etc., will be payable.
12. In case any repair cannot be carried out immediately or within that day due to unforeseen circumstances, the Technician should report it to the Officers of CCI/DG CCI and concerned official in Corporate Service Division, CCI.
13. The firm may be required to prepare and submit report, etc., in respect of machines as may be directed by the competent authority of CCI.
14. If CCI feels that any of the machines, under the contract, was not properly maintained/serviced by the company/firm or does not function for reasonable period after repair, a penal deduction from the bills will be made as decided by the competent authority of CCI.
15. The consumables and other spare parts installed in the machine by the firm will not be returned to the firm on termination of the contract.
16. In case of replacement of faulty parts, these parts shall be replaced with the genuine new parts of Sharp brand only.
17. CCI reserves the right to renew the contract on same terms, conditions and rates for such period as it may deem necessary taking into account the services rendered during the contract period.
18. The contract will be awarded on "as is where is basis".
19. CCI may terminate the agreement/contract without assigning any reason at any time upon 30 days' written notice or with cause any time upon 15 days' written notice.
20. CCI reserves the right to cancel this tender at any point of time without assigning reason thereof.
21. In all matters of dispute relating to this contract, the decision of CCI will be final and binding upon the Company.

22. While submitting the quotation, the bidder will be deemed to have understood and accepted all the terms and conditions stated in this document and no change, whatsoever desired, will be entertained by CCI.
23. The company/firm shall sign an agreement/contract as may be decided by the Competent Authority in CCI.
24. In case of disputes, Courts in Delhi shall alone have the jurisdiction.

### **Part-3 – Earnest Money, Security Deposit and Payments**

1. An amount of Rs. 25,000/- (Rupees Twenty Five Thousand only) should be deposited along with the bid as Earnest Money Deposit in the form of Account Payee DD/Banker's Cheque drawn in favour of "Competition Commission of India (Competition Fund) A/c". The EMD will be returned after the award of the contract. No interest shall be payable on this amount.
2. The successful bidder will be required to deposit an amount of Rs. 50,000/- (Rupees Fifty Thousand only) as PERFORMANCE SECURITY in the form of BANK GUARANTEE from a nationalised bank which should be valid for at least 3 months beyond contract period and would be returnable after completion of the contract period subject to fulfilment of terms and conditions of the contract.
3. The PERFORMANCE SECURITY is liable to be forfeited, if the services of the company are found to be unsatisfactory in any respect and/or if any of the conditions of the contract is contravened/breached and/or towards any damage is caused to CCI's property due to the negligence or otherwise of the firm or its employees. CCI will be at liberty to entrust the same to any other firm/company at the risk and expense of the defaulting company. The decision of CCI in this regard shall be final.
4. The PERFORMANCE SECURITY is also liable to be forfeited, if the company backs out of the contract midterm without any express consent of CCI. CCI will be at liberty to entrust the same to any other firm/company at the risk and expense of the defaulting company. The decision of CCI in this regard, shall be final.
5. The payment will be made to the ACSMC holder on quarterly basis on presentation of bill, in duplicate on the rates approved by CCI along with satisfactory report/certified by the Officers of CCI/DG CCI.
6. The firm should clearly indicate different taxes & duties which they suppose to charge as extra along with the per copy rate thereof.
7. Tenderer should quote rates on per copy basis without any minimum guarantee clause (i.e. without any minimum number of copies per month).

**DECLARATION/UNDERTAKING**

1. I, \_\_\_\_\_ son/daughter of Shri \_\_\_\_\_ , Proprietor/Partner/Director/Authorized Signatory of \_\_\_\_\_ (*name of the company*) \_\_\_\_\_, am competent to sign this declaration/undertaking and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. 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 of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I have apprised myself fully about the job to be done during the currency of the period of the contract and also acknowledge to bear consequences of non-performance or deficiencies in the services on my part.
5. I/We undertake that \_\_\_\_\_ (*name of the company*) \_\_\_\_\_ has not been blacklisted by any Govt. Deptt /PSU/Autonomous/Statutory Body.

Signature of the authorized  
Signatory of the firm/  
Company/Organization  
Official stamp/ seal

Date:

Place:

**Note:** The above declaration/undertaking, duly signed and seal affixed by the authorized signatory of the firm should be enclosed with the Bid.

**TECHNICAL BID**

1. Name of the Firm & Owner :  
(with Tele./Mob. Nos.)
2. Office Address with Tele/Mob/Fax :  
Nos.
3. Firm's/Company's Registration No. :  
(copy of certificate to be attached)
4. Annual Turnover (copies of Audited : 2012-13  
Statement of Accounts or certificate  
from chartered accountant to be : 2013-14  
attached) : 2014-15
5. PAN/TIN No./Service Tax No./Sales :  
Tax/VAT Regn No. (copies to be  
attached).
6. Details of Work Experience of 3 :  
(three) years in Govt. Deptt./PSUs/  
Autonomous/Statutory Bodies as on  
31-03-2015 and completion certificate  
of similar type of work (attach copies)
7. Authorization letter from M/s SHARP :  
Business Systems (India) Pvt. Ltd  
(attach copy)
8. Details of Earnest Money Deposit : PO/DD No. \_\_\_\_\_
9. Income Tax Returns (attach copies) : 2012-13, 2013-14 and 2014-15

Place : \_\_\_\_\_

Date : \_\_\_\_\_

SEAL

Signature of Tenderer

Name : \_\_\_\_\_

Mob./Tele.No. \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

**FINANCIAL BID**

1. Per Copy Rate Offered for Sharp : \_\_\_\_\_ paise per copy  
Photocopier Machines
  
2. Specify Taxes and Rates : \_\_\_\_\_%
  
3. Wastage Discount offered, if any : \_\_\_\_\_%

Signature of Tenderer

Place : \_\_\_\_\_

SEAL

Name : \_\_\_\_\_

Mob./Tele.No. \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Date : \_\_\_\_\_