



Fair Competition
For Greater Good

Competition Commission of India
Hindustan Times House, 3rd Floor,
18-20, Kasturba Gandhi Marg, New Delhi - 110 001
Tel: 011-23473600 Fax: 011-23704686


Date: 20th May, 2016

**Notice Inviting Tender for Annual Comprehensive/Service Maintenance Contract for
Toshiba MFDs.**

The Competition Commission of India (CCI) invites sealed tenders for Annual Comprehensive/Service Maintenance Contract for Toshiba MFDs installed at the Office of Director General, CCI, HUDCO Vishala, Bhikaji Cama Place, R K Puram, New Delhi-110066. The terms and conditions relating to award of the contract have been indicated in Annexure-A. Agencies with minimum 3 years experience for similar works in Central/State Govt/Public Sector Undertakings/Autonomous/Statutory Bodies/reputed organizations may apply. An EMD of Rs. 6,000/- (Rupees Six thousand only) in the form of Demand Draft/Pay Order in favour of Competition Commission of India (Competition Fund) A/c payable at New Delhi must be attached. Interested agencies must enclose the details of firms as per Annexure-B and Demand Draft towards EMD amount. The financial bid shall be submitted in the Annexure-C.

The tender is a Two Bid system and the interested agencies are required to submit their tender in two separate envelopes in the manner explained at Para 12 of this tender notice. **Sealed tenders complete in all respects must be submitted latest by 15th June, 2016 upto 03.00 PM** in the Tender Box placed at the Reception of CCI (3rd floor) at H.T. House, 18-20, K.G Marg, New Delhi - 110001. The Technical Bids shall be opened on the same day at 03.30 PM. The date and time of opening of Financial Bids will be informed after evaluating the Technical Bids by the Committee appointed for this purpose. The Financial Bids of only those firm(s) shall be opened who qualify the eligibility criteria of 'Technical Bids' as stipulated in the tender document. Incomplete & conditional tenders and tenders received without EMD shall be summarily rejected. The CCI reserves the right to reject any or all the tenders without assigning any reason thereof.

Agencies may visit the Office of Director General, CCI, from 08-06-2016 to 10-06-2016 between 02:00 PM to 05:00 PM and inspect the machines before submission of their bids.


(Ramesh Chand)
Deputy Director (CS)

Terms and Conditions

1. Last Date & Time of Receipt of Tender: 15-06-2016 at 15:00 hrs.
2. Date & Time of Opening of bids: 15-06-2016 at 15:30 hrs.
3. Place of Submission & Opening of Bids: Reception of CCI (3rd Floor)
Hindustan Times House, 18-20
Kasturba Gandhi Marg
New Delhi - 110001
4. Eligibility Conditions:
 - (i) The firm should have an office and workshop in Delhi/NCR.
 - (ii) The agency/firm should have experience of at least 3 years in the relevant field and enclose proof of having worked with reputed organizations/department of Govt. of India/PSUs/ Autonomous/Statutory Bodies.
 - (iii) The Agency/Firm should be registered under Service Tax Registration/TIN/VAT Registration (Copy to be attached)
 - (iv) Details of current and previous clients alongwith details of contact persons, Telephone numbers are to be submitted by the Agency/Firm.
 - (v) The firm should be Toshiba Authorized Service Centre/Agency and should submit a copy of letter of such authorization from M/s Toshiba.
 - (vi) The firm should have an annual turnover of Rs.10 lakh during the last three Financial years.

5. **Scope of work:**

- (i) Annual Comprehensive/Service Maintenance Contract for the Toshiba MFDs installed in the **Office of Director General, CCI, HUDCO Vishala, Bhikaji Cama Place, New Delhi - 110 066**. Details are as under:-

S.No.	Model	Machine No.	Date of Purchase/ Installation
1	E-Studio 2330C	CIB159893	07-02-2012
2	E-Studio 305	CMA128230	07-02-2012

- (ii) Annual Comprehensive Service/Maintenance Contract will be on rate to be charged per copy basis which invariably includes toner, service, repair and replacement of any defective parts with spare parts of Toshiba brand/make only.
- (iii) The company/firm will intimate 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.
- (iv) Complaints should be attended within 3 hours after a telephone call is made for repairing a fault. In case the call is made late in the afternoon, the Service Engineer should visit the Office of DG, CCI early morning on next working day positively.

- (v) 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 Office of DG CCI on every visit.
 - (vi) 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 Office of DG CCI must be submitted to CCI in this regard.
 - (vi) 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 Office of DG CCI must be submitted by the company/firm at the end of every month.
 - (vii) 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 Office of DG CCI. Only such work, which cannot be executed in the premises of Office of DG CCI, will be allowed to be done in the workshop of the company/firm with prior permission of Office of DG CCI, for which no extra charges like cartage, etc., will be payable.
 - (viii) In case any repair cannot be carried out immediately or within that day due to unforeseen circumstances, the Technician should report it to the Office of DG CCI.
 - (ix) During the tenure of the Contract, the Firm/Agency will provide all genuine Toshiba brand consumable items like Toner, Developer, Drum & Imaging Units etc., as the case may be, to the Office of DG, CCI. 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.
 - (x) In case of replacement of faulty parts, these parts shall be replaced with the genuine new parts of Toshiba brand only.
6. **Earnest Money Deposit (EMD):** The bidder shall furnish an amount of Rs.6,000/- (Rupees Six thousand only) by way of Demand Draft drawn in favour of "Competition Commission of India (Competition Fund) Account" payable at New Delhi. The EMD of the unsuccessful bidder will be returned subsequent to the award of the contract to the successful bidder. The EMD of the successful bidder will be returned on submission of performance guarantee.
7. **Performance Guarantee:**
- (i) The agency selected for the work shall deposit a performance guarantee of Rs. 30,000/- (Rupees Thirty Thousand only) in the form of the Bank Guarantee issued by a nationalized bank. The performance guarantee shall be valid at least for a period of three months beyond the contract period. The performance guarantee will be released by CCI after the contract period is over and without interest, subject to the conditions that no losses are incurred to the CCI due to Firm/Company or their employees and no statutory dues on account of service to CCI pending against the agency/firm.

- (ii) The performance guarantee 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 cost of the defaulting company. The decision of CCI in this regard shall be final.
- (iii) The performance guarantee 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 cost of the defaulting company. The decision of CCI in this regard, shall be final.
8. **Validity of the Contract:** The contract will be awarded for a period of one year initially. However, on the basis of performance of the agency, it can be renewed for further period of one or more years, solely at the discretion of CCI on mutually agreeable terms. The contract either in full or in part shall not be sublet or assigned under any circumstances.
9. The contract may be terminated at one month's notice by the Competition Commission of India if any of the stipulated conditions agreed upon by the selected agency is not met to the satisfaction of CCI or even without assigning any reason thereof by the CCI. In case of termination/withdrawal of service within the contract period by the agency, three months prior notice must be given by the agency.
10. **Payment Schedule:** Payment to the agency will be made on quarterly basis. The agency/firm has to submit bills alongwith satisfactory report/certificated signed by the Office of DG, CCI, to CS Division, CCI. No Advance Payment shall be made.
11. **Responsibility of the Agency/Firm:**
- (i) Tenders should be filled with neat, legible and correct entries both in figure as well as in words. Alteration, erasers and indistinct figures should be avoided. Any correction in the quoted words by the tenderers shall be made in ink only and shall be signed by the tenderer/authorised person.
- (ii) The submission of tender by a tenderer implies that he has read this notice and the Terms and Conditions of the contract and has made himself/herself aware of the scope and specifications of the work to be done and of the local conditions of the work place.
- (iii) Tender must be submitted on the Tender documents issued by CCI/downloaded from the website of CCI. Intimation of tender by FAX/e-mail is not acceptable.
- (iv) The agency/firm shall take necessary safety measures and it will be solely responsible for the safety of personnel engaged for carrying out the assigned work. CCI will not be responsible for any loss of life/injury to the personnel or any third person caused during performance of the duty by the personnel engaged by the firm. Compensation/expenditure on treatment on such loss of life/injury will be the sole responsibility of the agency/Firm.
12. **Submission of Tender:**
- (i) The technical bid as per the format prescribed in Annexure B and Financial Bid in the format as prescribed in the Annexure C must be submitted in separate covers. The cover containing financial bid must be sealed.

- (ii) Both the covers of financial bid and technical bid alongwith EMD are to be put in a single big envelope superscribed with "Tender for Annual Comprehensive Service/Maintenance Contract for Toshiba MFDs" and must be dropped in the Tender Box kept at the Reception of CCI at Hindustan Times House (3rd Floor) by 1500 Hrs on 15-06-2016.
- (iii) Agencies may visit the Office of Director General, CCI, from 08-06-2016 to 10-06-2016 between 02:00 PM to 05:00 PM and inspect the machines before submission of their bids.
- (iv) Financial bids of only those bidders whose technical bids are acceptable/qualified will be opened. Tenderer should quote rates on per copy basis without any minimum guarantee clause (i.e. without any minimum number of copies per month). The firm should clearly indicate all taxes which they supposed to charge as extra along with the per copy rate thereof. Conditional tenders will not be considered.
- (v) Late/delayed submitted tenders due to any reason, whatsoever will not be accepted/considered, at all under any circumstances.
- (vi) The tender shall remain open for acceptance for a period of 90 (Ninety) days from the last date of submission of tenders.
13. CCI does not bind itself to accept the lower bid or to give any reasons for its decisions. The CCI reserves the right to reject any or all of the tenders received without assigning any reason thereof.
14. In case of any dispute, CCI shall have the right to appoint an Arbitrator whose decision shall be final & binding on both the parties.
15. CCI reserves the right to cancel/withdraw the present tender at any stage without assigning any reason thereof.
16. **Penalty:** In the event of non attending of complaints/non-maintenance/service of any of the machines to the satisfaction of CCI or if the machines do not function for reasonable period after repair/maintenance, a penal deduction from the bills will be made @ Rs.500/- per machine for each day of delay or non-functioning of the machine, subject to a maximum of 10% of the contract value..
17. **Financial Capability:** The firm should have an annual turnover of Rs. 10 lakh during the last three financial years. Balance Sheet or Profit/Loss account or Income Tax Return or Certificate from Chartered Accountant on this regard is to be submitted.

Read and understood the terms & conditions above:



(Signature of the authorized person)
With complete address and seal

**DETAILS OF THE FIRMS SUBMITTING TENDER
(Technical Bid)**

Last date & time of submission: 15-06-2016 Upto 3:00 PM

Name of work : Annual Comprehensive Service/Maintenance Contract of Toshiba MFDs

Sl. No.	Particulars	Information/document submitted by the bidder
1.	Name of the Agency/Firm	
2.	Office/Company Address and Tel. No. Workshop Address	
3.	Name(s) of the Proprietor/ Contact Person with Te./ Fax/Mob No.,	
4.	Annual Turn Over (Copy of Balance Sheet or Profit and Loss account or Income Tax Return or Certificate from Chartered Accountant is to be attached) for FY 2015-16, 2014-15, 2013-14	
5.	Service Tax/TIN/VAT/PAN No. (with documentary proof to be attached)	
6.	Past Experience of maintenance of Toshiba MFDs in Govt. Departments/ PSUs/ Autonomous /Statutory Bodies/Reputed Organizations (Documentary proof to be attached)	
7.	Certificate regarding non-blacklisting of the firm by any Govt. Department/ PSUs/ Autonomous Organization etc. (To be furnished on the letter head of the bidding organization).	
8.	Copy of letter of authorization from M/s Toshiba regarding authorized service provider	
9.	List of customers along with the details of contact person, address, Tel No. FAX	
10.	Particulars of Demand Drafts annexed as Earnest Money	Amount : DD No. : Issuing Bank with date of issue :

(Signature of the authorised signatory)

With complete address and seal

Tel. No. :

Mobile No.:

Place :

Date :

h

FINANCIAL BID

Last date & time of submission: 15-06-2016 Upto 3:00 PM

Name of work : Annual Comprehensive Service/Maintenance Contract of Toshiba MFDs

(Rate to be quoted on per copy basis which will include toner, service, repair and replacement of any defective parts with spare parts of Toshiba brand/make only)

S.No.	Model	Machine No.	Per copy Rate Offered (paise per copy)	Specify Taxes and other Charges, if any.	Wastage Discount, if any
1	E-Studio 2330C	CIB159893			
2	E-Studio 305	CMA128230			

I have physically inspected the machines and I agree to the terms and conditions prescribed in the tender notice.

Signature of authorised signatory

Name:

Seal:

Place:

Date:

L

