

नगर विमानन महानिदेशालय

डी. जी. सी. ए. (मुख्यालय)
में
कोनिका मिनोल्टा फोटोकॉपी मशीन के वार्षिक रखरखाव
के लिए
निविदा आमंत्रण सूचना

भारत सरकार
नगर विमानन महानिदेशालय

दिनांक- 26th जुलाई, 2019
सफदरजंग एयरपोर्ट के सामने
औरोबिंदो मार्ग, नई दिल्ली

Directorate General of Civil Aviation

NOTICE INVITING TENDER
FOR ANNUAL MAINTENANCE CONTRACT
FOR KONICA MINOLTA MAKE
PHOTOCOPIER MACHINES

INSTALLED
AT
DGCA, Hqrs. & CEO R K PURAM



फाइल संख्या D-21019/4/2018-GENERAL SECTION-DGCA
भारत सरकार/ Government of India
नागर विमानन मंत्रालय / Ministry of Civil Aviation
नागर विमानन महानिदेशालय / Dte General of Civil Aviation

अरबिंदो मार्ग (सफदरजंग एयरपोर्ट के सामने)
Aurbindo Marg (Opp. Safdarjung Airport),
नई दिल्ली/ New Delhi - 110 003
दिनांक:26.07.2019

Subject: e-Tender for Annual Maintenance Contract for KONICA Minolta make Photocopier Machines installed at DGCA HQ, Opp. Safdarjung Airport, New Delhi - 110003 and Central Examination Organisation, R K Puram, New Delhi – 110066.

Critical Dates and Information		
S.No.	Description	Dates
1	Notice Inviting Tender Start Date and Time	26.07.2019, 3:00 PM
2	Document Download Start Date and Time	26.07.2019, 3:00 PM
3	Pre-bid conference Date and Time	01.08.2019, 11:45 AM
4	Pre-bid conference Place	Conference Room, DGCA
5	Bid Submission Start Date and Time	07.08.2019, 12:00 PM
6	Bid Submission End Date and Time	16.08.2019, 6:00 PM
7	Tender (Technical Bid) Opening Date and Time	22.08.2019, 12:00 PM
8	Tentative Contract Period	One YEAR
9	Purchaser of Services	Directorate General of Civil Aviation
10	EMD money	Rs.20,000/-

Note:-

1. E-Tender are invited under two bid system, i.e. Technical Bid and Financial Bid for Annual Maintenance Contract for KONICA Minolta Photocopier Machines installed at Office of Director General of Civil Aviation, New Delhi and Central Examination Organisation, R K Puram for a period of **One Year** from the date of contract.
2. If at any stage, it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest Money Deposit. Also, any bid with **NIL/N.A./BLANK/ZERO service charge** will summarily be rejected.
3. Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app> and dgca.nic.in.

Suman
26/07/2019
(Suman Velayudhan)
Deputy Director (Adm.)

b) **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Bidders may refer to the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- 11) Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
- 12) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

13) The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

14) The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (**as per Server System Clock**).

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

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(c) **INSTRUCTIONS TO BIDDERS**

1. GENERAL:-

The present tender is being invited for **Annual Maintenance Contract for KONICA Minolta Photocopier Machines installed at DGCA HQ, Opp. Safdarjung Airport, New Delhi - 110003 and Central Examination Organisation, R K Puram, New Delhi – 110066** under which the contractor shall provide Comprehensive Annual Maintenance Contract for photocopier machines installed at said locations. However, Directorate General of Civil Aviation is the sole purchaser of services for this contract.

2. ELIGIBILITY/QUALIFICATION OF BIDDERS:-

2.1. The bidder should have the experience of completion of at least **two** similar contracts in two different calendar years (preferably latest) in any of the Central Government or State Government Ministry/Central or State Government Departments/Autonomous Body/Public Sector Undertakings of the Government of India or Government of any state. **The experience clause is relaxed for MSME and start-up in consonance with Government of India (MSME) Policy circular-1(2)(1)/2016-MA dated 10th March, 2016 and O.M. No.F.20/2/2014-PPD(Pt.) dated 25th July, 2016 Procurement Policy Division, Department of Expenditure, M/o Finance, Government of India.**

2.2. The firm/company should be **Original Equipment Manufacturer (OEM) or it's Authorized Service Providers (authorization letter from the parent OEM Company of KONICA Minolta Make Photocopiers or its authorized representative in India issued not before 06 months from the date of issue of this tender must be submitted).**

2.3. The bidder has to specify following details as well:-

2.3.1. Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership. A certified copy of Memorandum of Association and certificate of incorporation needs to be provided in case the bidder is a Company.

2.3.2. Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm; and in case of Company the authorization and board resolution in respect of authorization must be submitted.

2.3.3. Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members. In case of Company the details of shareholders is to be submitted.

2.4. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof. In case of company the details of Board of Director and shareholders is required to be submitted.

2.5. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card No. under the Income Tax Act.

2.6. Bidder must submit ONLINE copies of all documents required, duly self-attested, along with technical bid of the tender.

2.7. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate company is required to confirm and declare with his bid that no agent, middleman or any intermediary

has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the DGCA subsequently finds to the contrary, the DGCA reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

2.8. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.

3. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

4. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the DGCA will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. VISIT TO DGCA:-

The bidder is required to provide Annual Maintenance service for Photocopier machines installed at DGCA, Opp. Safdarjung Airport, Aurobindo Marg, New Delhi - 110003 and Central Examination Organisation, R K Puram, New Delhi - 110066.

TENDER DOCUMENTS:-

6.1 Contents of Tender Documents

6.1.1. The Tender Document has been prepared for inviting tenders for providing Annual Maintenance service for Photocopier machines installed at DGCA, Opp. Safdarjung Airport, New Delhi - 110003 and Central Examination Organization, R K Puram, New Delhi - 110066. The Tender document comprises:

- (a) Notice of Invitation of Tender
- (b) Instruction on online bid submission
- (c) Instructions to bidders
- (d) Terms and Conditions
- (e) Technical Bid and Financial Bid

6.1.2 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

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6.2. PRE-BID CONFERENCE:-

If any bidder has any doubt about the meaning of anything contained in the Tender document, he/she shall seek clarification in pre-bid conference at Conference hall, DGCA which will be held as per the schedule of the tender notice. Any such clarification, together with all details on which clarification had been sought, will also become the addendum to the existing tender document and it will form part and parcel of the original tender document and which, in turn, will be published on e-tendering portal (central public procurement portal). All communications between the bidder and DGCA shall be carried out in writing.

6.3. CLARIFICATION OF TENDER DOCUMENT

6.3.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Section Officer, General Section, DGCA.

6.3.2. Except for any such written clarification by DGCA, which is expressly stated to be an addendum to the tender document issued by the General Section of DGCA, no written or oral communication, presentation or explanation by any other employee of DGCA shall be taken to be part of conditions of tender and shall not bind DGCA or fetter the DGCA under the contract.

6.3.3. Any bid of the bidder is liable to be rejected, summarily if the proposed bid is found to be deviated from the terms and conditions mentioned in the notice inviting tender.

7. PREPARATION OF BIDS

7.1. Language

Bids and all accompanying document shall be in English OR in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

7.2. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

7.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his bid online.

7.3. BID PRICES:-

Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers contractor's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Annual Maintenance service for Annual Maintenance service for Photocopier machines installed at DGCA, Opp. Safdarjung Airport, New Delhi and Central Examination Organization, RK Puram, Delhi. This includes all the liabilities of the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc.

7.3.1. The rates quoted by the bidder should have as specified in the financial bid annexed in the tender document.

7.3.2. Conditional bids/offers will summarily be rejected. Also, the bids which are not conforming to terms and conditions of the tender document are liable for rejection out rightly.

7.3.3. Any bid with zero/NIL/N.A./blank financial bid will be rejected summarily and DGCA will not be held responsible, whatsoever, for any clarification on rejection of bid.

7.4. CURRENCIES OF BID AND PAYMENT-

7.4.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

7.5. DURATION OF CONTRACT:-

7.5.1. The contract will be valid initially for ONE YEAR.

7.5.2. DGCA reserves the right to curtail the contract period, without giving any reason by giving **one month notice** as per decision taken by competent authority.

7.5.3. DGCA may extend the contract on mutual consent on same rates and same terms and conditions, if the services provided by service provider are satisfactory to DGCA. Such extension, in any case, cannot be for more than two of one year each.

7.6. EMD money and Performance Security:-

7.6.1. The contractor shall deposit EMD money (Earnest Money Deposit) for an amount of **Rs.20,000/- (Rupees twenty thousand only)** in the form of Account Payee Demand Draft/Banker's Cheque/Fixed Deposit Receipts/Performance Bank Guarantee by any Scheduled Commercial Bank drawn in favor of **PAO, DGCA, Ministry of Civil Aviation** payable at **NEW DELHI**. The EMD money will remain valid for a period of 45 days beyond final bid validity period. **The EMD is not applicable for Micro and Small Enterprises (MSEs), Small and Medium Enterprises (MSME) or start-up as recognized by Department of Industrial Policy and Promotion (DIPP) or are registered with the Central Purchase Organization or the concerned Ministry or Department.**

7.6.2. The Original EMD must be delivered to the Reception, DGCA, Opp. Safdarjung Airport, New Delhi-110003 on or before last date of bid submission date/time as mentioned in critical date sheet in an envelope super-scribed "**EMD money for AMC of Photocopier machines installed at DGCA, New Delhi & CEO, RK Puram**".

7.6.3. Any bid not accompanied by EMD money shall be rejected. However, EMD exemption may be allowed as per the GFR rule 170 provided relevant supporting documents are submitted while submitting the bids.

7.6.4. EMD money so deposited shall not carry any interest.

7.6.5. EMD money of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity.

7.6.6. EMD money of the successful bidder shall be returned on receipt of Performance Security in the form of Account Payee Demand Draft/Bankers Cheque/Fixed Deposit Receipts/Performance Bank Guarantee by any Scheduled Commercial Bank of an amount **Rs.30,000/- (Rupees thirty-thousand only)** in the favor of "**PAO, DGCA, Ministry of Civil Aviation payable at NEW DELHI**". The Performance Security must be deposited in O/o DGCA within 15 days from the receipt of award letter.

7.6.7. EMD money shall be forfeited if the bidder withdraws his bid during the period of Tender validity. However, the bids will be valid for a period of 90 days from the opening of the bids.

7.6.8. Successful bidder has to furnish the acceptance of the award letter issued to him/her within 07 days from date of issue of award letter.

7.6.9. EMD money shall be forfeited if the successful bidder refuses to execute the Contract or fails to furnish the required Performance Security within 15 days from the date of receipt of award letter.

7.6.10. DGCA will not be held responsible to pay any interest, whatsoever, on EMD money and performance security.

7.7. SUBMISSION OF BIDS:-

7.7.1. The bidder shall submit the Technical Bid and the Financial Bid online on central public procurement portal only.

7.7.2. The submission of bids will imply that bidder has acquainted himself with the operational conditions of DGCA and has acquainted with terms and conditions of tender document, notice inviting tender, addendum, and corrigendum, if any.

7.7.3. The bid should be submitted online as per following:-

a) Technical Bid

- 1) Scanned copy of EMD.
- 2) Self-attested scanned copy of PAN card of firm/proprietor.
- 3) Self-attested scanned copy of Good & Service Tax Registration Number
- 4) Self-attested scanned copy of **income tax returns** for the **Assessment Year 2017-18 & 2018-19** along with **audited balance sheet** for **FY 2016-17 & FY 2017-18**. Audited Balance sheet is mandatory for technical evaluation of bids.
- 5) Self-attested scanned copy of Certificate of Incorporation/ Firm's Registration Certificate
- 6) Self-attested scanned copy of experiences along with work order as per clause 2.1 supported by documents from the concerned Government organizations. DGCA reserves the right to verify the experience certificates along with work orders in original. The bidder has to produce the same before Tender Evaluation Committee as and when required.
- 7) Self-attested scanned copy of OEM certification from KONICA MINOLTA as per clause 2.2 of this tender document.
- 8) Signed & scanned copy of Annexures as mentioned in Annexure-1, 2 & 4.

b) Financial Bid

The financial Bid should be submitted online as per the financial bid annexure. The bidder has to quote the price for Comprehensive AMC for KONICA MINOLTA Photocopier machines installed in O/o DGCA and CEO R K Puram **exclusive** of GST. The GST shall be paid at the applicable rates of the Government of India.

7.7.4. The bids shall remain valid and open for acceptance for a period of 90 days from the last

date of submission of tender.

8. BID OPENING AND EVALUATION:-

8.1. BID OPENING

8.1.1. The authorized representatives of the DGCA will open the Technical Bids. However, any bidder wishes to attend can do so without giving any prior intimation and also, if any bidder(s) fail to attend, DGCA is not responsible for this whatsoever.

8.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.

8.1.3. Conditional bids will also be summarily rejected.

8.2. RIGHT TO ACCEPT/REJECT BIDS:-

8.2.1. Normally, the tender will be awarded to the lowest bidder. However, DGCA is not bound to follow this in any situation whatsoever. Also, DGCA is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

8.2.2. DGCA may terminate the contract or cancel the award letter if it is found that the contractor is black listed on previous occasions by the any of the Central or State Government/Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

8.2.3. Also, contractor has to submit an undertaking stated in a prescribed format as mentioned in annexure.

8.2.4. DGCA may cancel the award of contract in the event of the successful bidder fails to furnish the Performance Security or fails to execute the agreement within the time specified.

8.2.5. In case any attempt is made by contractor to bring pressure towards DGCA's decision making process, such contractor shall be disqualified for participation in the present tender. Also, any act on the part of the tenderer to influence anybody in DGCA is liable to rejection of his tender.

8.2.6. Upon verification, evaluation / assessment, if in case any information furnished by a contractor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

9. Award of Contract:-

9.1. DGCA will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

9.2. DGCA will communicate the successful bidder by e-mail provided and will be confirmed by letter sent to successful bidder by registered post/speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award of Contract (AoC)" shall prescribe the duration of contract and the amount which DGCA will pay to the contractor in consideration of the execution of services by the contractor as prescribed in the contract.

9.3. The successful bidder will be required to execute an agreement in the form specified in Annexure within a period of 15 days from the receipt of Award of Contract.

9.4. Failure of the successful bidder to comply with the requirements of any clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of EMD money.



(d) Terms and Conditions :

1. The details of the KONICA Minolta Photocopier machines installed at DGCA and CEO, RK Puram are as follows:-

S. No.	Model Number of machines (KONICA MINOLTA)	No. of Machine
I	II	III
1.	BIZHUB 558	3
2.	BIZHUB 558e	3
Total		6

1. The rates may be quoted as "Per Copy" basis as given in the Financial Bid. The firm will provide all spare parts/toners etc. for these machines during the contract period and no extra payment will be made for change/replacement of parts and toners etc. It shall be responsibility of the firm to maintain all the KONICA Minolta Photocopier machines in good working order and take prompt action to rectify the machine. The firm shall provide standby Photocopy Machine till the machine is got repaired by the firm in case of any delay and no extra payment in this regard will be made. The contractor will be required to make liaison with the **Original Equipment Manufacturer (O.E.M.)** for maintenance of these Photocopier Machines.
2. The firm is also required to submit an original ink signed certificate from the (O.E.M.) that they are the "**Authorized Service Provider**" for the machines and the spare parts as well consumables will be made available through the (O.E.M.) and they will provide all back up support. He should also have a regular work place in Delhi/NCR, technically qualified engineers and the required resources and infrastructure to provide the requisite materials and services and he should have functional telephone/mobile phone facility for easy accessibility. The work place/infrastructure may be inspected by DGCA in case of need.
3. DGCA reserves the right at the time of award of contract or during the continuance of the contract to increase or decrease the quantity of machines (make Konika Minolta) for AMC as per the requirement of DGCA. Payment will be made on per copy basis for exact number of copies on all the machines available in a quarter.
4. If any spares/equipment or any part thereof supplied by the contractor is found to be defective and if the same is replaced by DGCA from outside source, the cost of any such replacement made by the DGCA shall be deducted from the amount payable to the Contractor.
5. **The payment to the contractor will be made on quarterly basis based on the number of exact number of copies on all the photocopier machines taken over/ removed from AMC on pro-rata basis. The contractor is required to submit the satisfactory report from the concerned section/Directorate and the same shall be enclosed along with the bills.**
6. DGCA reserves the right to change the location of Photocopier machines to any place within the premises of DGCA and CEO R K Puram. On changing the location of the photocopier machines, the installation of the existing machines, if any, shall be done by the contractor free of cost.

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7. A certificate from the user is also required to be taken in token of services and the Proforma of certificate should be approved by Section Officer (General), DGCA.
8. No labour charges whatsoever will be given to contractors in any case as the price bid contains the comprehensive amount.
9. Contractor has to provide a working contact number and e-mail and a maintenance engineer has to attend the complaint within the stipulated timeframe as per Penalty clause-17 (Part-d) of this tender document.
10. **A complaint register for all the photocopier machines (Make Konica Minolta) maintenance related work shall be maintained in the General Section and the contractor shall deploy atleast one skilled engineer in uniform to attend all the complaints related to maintenance as mentioned in the register within working hours 09:30 AM to 6:00 PM on each working day and obtain the satisfactory report on completion of the work by concerned officer/official/Section/Directorate.**
11. The Firm shall maintain the machines as per manufacturer's guidelines and shall use standard OEM components for replacement. The contractor should depute only qualified/experienced technicians for carrying out the maintenance work.
12. There will be no employer-employee relation between the personnel employed by the service provider in DGCA with DGCA. DGCA will not be responsible of any kind of due payable to staff of service provider.
13. Before quoting the rates, contractor may visit the site to ascertain the conditions of the existing photocopier machines. The cost to visit the site will be borne by the contractor.
14. The agency shall prepare separate logbook for each machine during the period of AMC.
15. The Maintenance Engineer of the Firm (having a valid photo Identity card) shall report for regular check-up as per schedule. Corrective services as and when required including holidays Saturday and Sunday shall be undertaken on immediate basis.
16. **Definition for default:** Default is said to have occurred:-
 - a. If the selected service provider fails to attend the complaints within the specified period of reporting the same (refer clause-17, Penalty).
 - b. If the selected service provider fails to perform any other obligation (s) of the contract,
 - c. If the selected service provider during any preventive or corrective maintenance of any machine is found to be using substandard parts or notwithstanding the requirement of using OEM parts of photocopier machines or cause damage to any of the photocopier machine.
 - d. Delaying or not completing the maintenance schedule of photocopier machines.
 - e. DGCA reserves the right to impose the penalty (and/or forfeiture of Performance Security) in the event of default mentioned above or any other default as per the tender document.
17. **Penalty:**

All faults booked before 12.00 Hrs. on any working day will have to be rectified the same day. Fault booked after 12.00 Hrs. will have to be attended latest by next day. If the firm fails to make the system working penalty of **Rs 200/- (Rs. two hundred only) will be imposed per working day per machine** from the next working day of the booking of the fault. Fault booked will be treated as rectified if and only if the AMC Contractor gets satisfactory report from the user on the date of rectification.
18. Financial bids of only those bidders will be entertained who fulfill the Technical qualification mentioned in the Technical Bid.
19. DGCA reserves the right for discontinuation of the service at any time by giving one month's notice if the services are found to be unsatisfactory and also DGCA has the right to award the

contract to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this could be recovered from the Performance Security Deposit or pending bill or by raising a separate claim on defaulting service provider agency.

20. Indemnification:

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the contractor. Further in case of any loss/damage is caused to DGCA's equipment/property due to negligence/wrong/faulty maintenance carried out by the technicians/Engineers/Personnel of the contractor, then the contractor shall indemnify DGCA against all such losses. The contractor shall indemnify DGCA against all loses arising out of third party claims (including reasonable litigation cost) on account of any act/omission while performing this contract.

21. Force Majeure:

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

22. Termination of contract:

- A. DGCA has the rights to terminate this AMC at any time during the contract by giving one month's notice without assigning any reason whatsoever, if the services are found to be unsatisfactory.
- B. It may be ensured that rates for parts of Original Equipment manufacturer should be quoted and supplied for repair and replacement. In case if it is found at any stage during the tenure of the contract that sub-standard /inferior quality items supplied, necessary action will be taken against such tenderer, including forfeiture of their Performance Security and debarring them for quoting future tenders.
- C. If the contractor fails to undertake the job satisfactorily during the currency of the contract or withdraw his services permanently for more than **one consecutive week** or do not respond to the complaints satisfactorily, DGCA has every right to cancel the contract and forfeit the Performance Security Deposit without assigning any reason whatsoever.

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23. Dispute resolution:-

Any dispute and/or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. Each party is required to give one month notice for dispute and the dispute resolution should be as per terms and conditions of the contract and with the mutual settlement of both the parties. In case both the parties fail to reach any settlement, then the dispute resolution will be as per applicable Indian Laws.

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Annexures

Annexure-1

DIRECTOR GENERAL OF CIVIL AVIATION TECHNICAL BID FOR AMC OF PHOTOCOPIER MACHINES

S.No.	Description	Details
1	Name of the firm	
2	Address of the firm	
3	Contact details of the firm with fax no.	
4	E-mail of the firm	
5	Name and address of the head of the firm	
6	Name of the contact person of the firm and contact details	
7	Specify the type of firm (sole proprietor/partnership/company/other specify)	
8	Certificate of Incorporation/ Firm's Registration Certificate	
9	Earnest Money Deposit (Amount Rs.20,000/-):- Name of issuing bank & DD No.	
10	PAN no. of firm with a copy attached	
11	Good & Service Tax registration number with copy of certificate attached	
12	Firm's income tax returns for the Assessment Year 2017-18, & 2018-19 and audited Balance sheets.	ITR1
		ITR2
13	Experience certificate along with work orders as per clause 2.1 central/state government/PSU/autonomous bodies proofs enclosed	Experience 1
		Experience 2
14	OEM certification as per clause 2.2	
15	Annexure	Annexure 1
		Annexure 2
		Annexure 4

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We _____ certify that all the information provided herein are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

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(On Company letter head)

UNDERTAKING

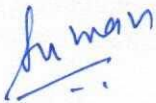
To
Directorate General of Civil Aviation,
Opp. Safadrjung Airport,
Aurobindo Marg, New Delhi-110003

Name of the firm/Agency _____

Name of the tender _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall provide Annual Maintenance Contract (AMC) for photocopier machines installed at DGCA Hqrs. And CEO, RK Puram as per the requirement mentioned in tender document.
4. I/We do hereby undertake that Comprehensive AMC for photocopier machines installed at DGCA & CEO R K Puram shall be ensured by our Agency/firm.
5. I/We do hereby undertake that we comply with all the applicable statutory provisions and shall ensure that we remain in compliance with all applicable statutory provisions during the currency of contract.



(Signature of the Bidder)
Name and Address of the Bidder
Telephone No.

Directorate General of Civil Aviation

AGREEMENT

THIS AGREEMENT is made on the _____ day
 _____ (Month) _____ (Year) Between the President of India
 through _____ (Name and address of the
 Department) (hereinafter called "the Department" which expression shall, unless excluded by or
 repugnant to the context be deemed to include his successors in office and assigns) of the one part
 AND _____ (Name and address of the contractor) through Shri
 _____, authorized representative (hereinafter called "the contractor" which
 expression shall, unless excluded by or repugnant to the context, be deemed to include his
 successors, heirs, executors, administrators, representatives and assigns) of the other part for
 providing Maintenance service for photocopier machines installed at DGCA, Opp. Safdarjung
 Airport, New Delhi and Central Examination Organisation, RK Puram, Delhi to the Directorate
 General of Civil Aviation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Notice Inviting Tender for AMC for photocopier machines installed at DGCA Hqrs. And CEO, RK Puram
 - b. Award of contract;
 - c. Terms and Conditions;
 - d. Addendums, if any; and
 - e. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the maintenance service for Konica Minolta photocopier machines w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words)
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
 Signature of the authorized official

For and on behalf of the DGCA
 Signature of the authorized Officer

Name of the official
 Stamp/Seal of the Contractor

Name of the Officer
 Stamp/Seal of the Employer

By the said

By the said

hm wgn

_____ Name
on behalf of the Contractor in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

_____ Name
on behalf of the Employer in
the presence of:

Witness _____

Name _____

Address _____

Telephone No: _____

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UNDERTAKING

It is certified that _____ (name of the 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 Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on the _____ **(date of submitting the bid online)**.

Place:

Signature of the Tenderer

Name of the Signatory

Date: ___/___/2019

Name of the Firm/agency

Seal of the Firm/Agency

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Note: Date of submitting the bid online (as mentioned in above para) is mandatory.

Financial Bid

With reference to your tender No: D-21019/4/2018-GENERAL SECTION-DGCA dated _____, we quote our rates towards AMC for **KONICA MINOLTA Photocopier machines** installed at Directorate General of Civil Aviation and Central Examination Organisation, RK Puram, as given below:

S. No.	Model Number of machines (KONICA MINOLTA)	No. of Machine	CAMC Price (per copy charges without taxes)	CAMC Price (Total copy charges without taxes)
I	II	III	IV	V (III x IV)
1.	BIZHUB 558	3		
2.	BIZHUB 558e	3		
Grand total (in figures)				
(In words)				

Dated:

Place:

Yours sincerely,

(Signature of Authorized Person)

Name:

Designation:

Seal:

Business Address:

Note 1. The rate quoted in Financial Bid shall be excluding GST as applicable. However, GST as applicable shall be payable separately as per prevailing rates of Government of India.

Note 2. No cutting or over writing will be allowed. Any financial bid with over writing or cutting will be disqualified.

Note 3. Bids with NIL/BLANK/N.A./ZERO/Negative amount or any other format for Financial Bid as mentioned above will be rejected outrightly without giving any reason whatsoever.