

**INVITATION OF PROPOSAL FOR PER COPY
FULL SERVICE MAINTENANCE
AGREEMENT (FSMA)
OF PHOTOCOPIERS**

No. 4-3(Vol.III)/IT/ICFRE/2014-15/148
Dated : ...03:05:2017



**INFORMATION TECHNOLOGY DIVISION
INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION
P.O. NEW FOREST, DEHRADUN**

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Notice Inviting e-Tender



INFORMATION TECHNOLOGY DIVISION
INDIAN COUNCIL OF FORESTRY RESEARCH AND EDUCATION
P.O New Forest- Dehradun

(An Autonomous Body of Ministry of Environment, Forests and Climate Change,
Government of India)

Tender No: 4-3(Vol. IV)/IT/ICFRE/2014-15/ 148

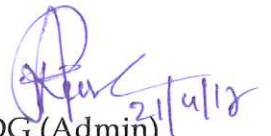
Dated 03.05.2017

E-Tender Notice

FOR

PROPOSAL FOR PER COPY FULL SERVICE MAINTENANCE AGREEMENT
(FSMA) OF PHOTOCOPIERS

e-Tenders are invited by ICFRE, Dehradun from the eligible and reputed firms for Per Copy Full Service Maintenance Agreement (FSMA) of Photocopiers from the OEM or their authorized service partners having service/support centre at Dehradun, Uttarakhand as mentioned in Schedule-I.


DDG (Admin)
ICFRE, Dehradun

TENDER SCHEDULE

Events	Date/Time	Venue
Published Date	04.05.2017 12:00 Noon	ICFRE website and Central Public Procurement (CPP) Portal
Bid document download/Sale start date	04.05.2017 1:00 PM	CPP Portal
Bid submission start date	04.05.2017 1:30 PM	CPP portal
Bid submission end date	25.05.2017 1:00 PM	CPP portal
Opening date of technical bids	26.05.2017 11:00 AM	Online
Opening date for Financial bids	01.06.2017 11:00 AM	Online

2. DEFINITIONS

- a) **DDG (Admin)**, ICFRE mentioned herein means the Deputy Director General (Administration), ICFRE Dehradun representing ICFRE; and his official successors, nominees as may be designated by ICFRE from time to time.
- b) **EMD** means Earnest Money Deposit
- c) **PBG** means Performance Bank Guarantee
- d) **Firm** means a duly registered Firm or Company registered under Indian Laws as such, and bidding for this tender.

3. SCOPE OF WORK

- a) The scope of work includes photocopier machines installed at different locations in ICFRE Head Qtr, Dehradun.
- b) The FSMA is comprehensive and will cover damage and burning of any part of the machine/system.
- c) The FSMA will cover regular preventive as well as corrective services to all the machines.
- d) **Corrective maintenance will cover all Hardware. The FSMA will cover repair/replacement of all defective parts including all configurational assemblies, internal/external with the machine such as : Drum, Developer, Blade, Recovery blade, Film seal, Pressure roller, Head roller, Cables & connectors etc. and any other existing component/card in any machine on comprehensive basis. This also includes any sort of consumable, such as toner etc. (except paper) and all kinds of services. Only Genuine parts with same or higher capacity/configuration will be accepted, and these shall be the property of ICFRE soon after.**

4. GENERAL TERMS AND CONDITIONS

- a) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b) Any clarifications from ICFRE or any change in requirement shall be posted on www.icfre.gov.in and <https://eprocure.gov.in>. It shall be the sole responsibility of the bidder to check for any changes of aforementioned website before submitting the bids.
- c) The bidders shall be allowed to inspect the existing Photocopiers as in Schedule-I of this tender document) between 10:30 AM to 4:30 PM on all working days before the last date of submission of the tender. The firm shall raise a formal request for the purpose to Deputy Director General (Admin), ICFRE for ICFRE Head Qtrs. ICFRE shall not be responsible for any cost incurred on such inspections.
- d) The firm will keep fairly good stock of components and consumable so as to minimize the downtime of machines.
- e) It shall be the liability of the firm to carry out on-site corrective maintenance and in no case it shall be allowed to take the machines out of the campus without the permission of Deputy Director General (Admin), ICFRE.
- f) The Deputy Director General (Admin), ICFRE reserves with him the power of addition and exclusion of machines in the FSMA as and when required, under intimation to all concerned. The payment of the quarter shall be adjusted accordingly.
- g) Initially the FSMA will be valid for a period of one year, but the Deputy Director General (Admin), ICFRE will have the discretion to extend the contract, if the services are found satisfactory during the first year.
- h) Commencement of Assignment shall be as per the letter of intent issued to the vendor on completion of all required formalities.
- i) The Deputy Director General (Admin), ICFRE reserves the right to reject any or all quotations without assigning any reasons.
- j) The bidder shall indicate the complete address of the Firm and work along with the name(s) of the contact person(s) and their telephone / Fax / Mobile Nos.(s) and other particulars as per Form-I.
- k) An EMD of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Fixed Deposit Receipt or Bank Guarantee drawn on any nationalised bank in favour of DDO, ICFRE payable at Dehradun shall be deposited as a part of qualifying bid of the Tender. The EMD shall be returned to bidders upon finalization of the successful bidder and award of the contract. No interest shall be payable on the EMD by ICFRE. The EMD submitted by the bidder may be forfeited at any stage, if the bidder backs out of the bidding process after submitting the bids to ICFRE or fails to accept the work order issued to the firm.
- l) The bid prices for Rate Contract to be quoted in the attached BOQ1.xls as per Schedule-I.



- m) Acceptance of the bid shall be communicated to the successful bidder by a formal Letter of Intent (LoI).
- n) Conditional tenders are liable to be rejected.
- o) ICFRE reserves the right to accepted the tender in whole or in part.
- p) The ICFRE does not bind itself to accept the lowest quote or part thereof. ICFRE reserves the right to cancel any or all tenders received without assigning any reason thereof.
- q) All information submitted or supplied in the formats of this quotation document shall be presumed to be true to the best of knowledge of the bidder.
- r) **Within thirty days** of issue of Letter of Intent (LoI) the successful bidder shall
- Sign a contract with ICFRE FOR 'PER COPY FULL SERVICE MAINTENANCE AGREEMENT (FSMA) OF PHOTOCOPIERS', on a stamp paper of Rs. 100/- to be furnished by the firm.
 - Furnish a Performance Security issued by a Nationalised Bank in favour of DDO, ICFRE, Dehradun, having validity of three months beyond the date of expiry of the Contract, for an amount of Rs 10,000 (Ten Thousand only).

5. CONTRACT

- a) If any part of the contract does not correspond or agree with any other part, or if any question arises as to the meaning of the terms of the contract or as to the performance of the work, Deputy Director General (Admin), ICFRE shall determine the matter and his decision shall be final and binding upon the parties hereto.
- b) The contract when executed by the parties hereto shall constitute the entire contract between the parties in connection with the works covered, and shall be binding upon the parties hereto or upon either of them unless the said modification shall be in writing and duly executed by ICFRE and the firm.
- c) The contract shall not be assigned or sublet in whole or in part by the firm without prior written consent of Deputy Director General (Admin), ICFRE. Any assignment or subletting of this contract by the firm or any interest therein, or of any money due or to become due by reason of the terms hereof, shall be null and void without prior written consent of Deputy Director General (Admin), ICFRE having been obtained.
- d) Deputy Director General (Admin), ICFRE has the powers to cancel the contract at one-month notice, if the services of the contractor are found unsatisfactory or otherwise.
- e) No parts will be swapped between any two machines.
- f) This contract shall not be deemed an asset in any form by the firm.



6. PAYMENT TERMS

- a) Payment will be made on receipt of the bills for each respective machine from the vendor. The bills must give details starting and closing reading along with particulars of machine to the respective users of the machines.
- b) Payment will be released after scrutiny of bill(s) by the respective users of the machines.
- c) The payments is subject to TDS as per Income Tax Rules/Laws.
- d) No legal proceedings to enforce any claim and no suite arising out of this contract shall be instituted except in a court of competent jurisdiction over Dehradun, Uttarakhand.
- f) If the contractor violated any of these terms and conditions, the Performance Guarantee shall be liable for forfeiture, wholly or partly, as decided by Deputy Director General (Admin), ICFRE and the contract may be cancelled.
- g) The performance of the obligations of either party under this Agreement is subject to Force Majeure. If a Force Majeure situation arises, either party shall promptly notify to the other party in writing of such conditions and the cause thereof. Unless otherwise directed by ICFRE in writing, the vendor shall continue to perform its obligations under this agreement, as far as it is reasonably practical. Either party reserves the right to terminate this contract, continues for more than 90 (Ninety days).

7. ARBITRATION

Except where otherwise provided in the contract all questions and disputes whatsoever in any way arising out of or relating to the contract or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of the Maintenance Contract or after the completion or abandonment thereof shall be referred to the sole arbitration of the person appointed by the Director General, Indian Council of Forestry Research & Education, (DG, ICFRE) Dehradun on his behalf at the time of dispute. There shall be no objection to any such appointment that the arbitrator so appointed is an employee of ICFRE, or government servant or that he/she had to deal with the matters to which the contract relates or that in the course of his/her duties as an employee of ICFRE, or government servant, he had expressed views on all or any of the matters in dispute of differences. The arbitrator to whom the matter is originally referred being transferred or vacating his/her office or being unable to act for any reason, shall be replaced by another person as decided by DG, ICFRE, to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his/her predecessor. It is also a term of this contract that no person other than a person appointed by the Director General,



ICFRE should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid, the provisions of the Arbitration and Conciliation Act 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

Services under the contract shall, notwithstanding the existence of any such dispute, question or controversy, continue during arbitration proceedings and no payment, due or payable by ICFRE or the firm shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration. Reference to arbitration shall be a condition precedent to any other action at law.

8. FORCE MAJEURE

- i) The performance of the obligations of either party under this Agreement is subject to Force Majeure.
- ii) If a Force Majeure situation arises, either party shall promptly notify to the other party in writing of such conditions and the cause thereof. Unless otherwise directed by ICFRE in writing, the vendor shall continue to perform its obligations under this agreement, as far as it is reasonably practical. Either party reserves the right to terminate this contract, without any additional liabilities to either party, if the Force Majeure period continues for more than 120 (One hundred and twenty days).

9. PREPARATION AND SUBMISSION OF PROPOSAL

- i) Online bids are to be submitted under two Cover systems i.e. Cover 1 and Cover 2. All the pages of bid being submitted online must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- ii) The proposal should not have any interlineations or overwriting except as necessary to correct errors made by the concerned themselves, in which cases such corrections must be initialed by the person or persons authorised to sign the proposal. No Financial Bid items pertaining to this tender shall be submitted as part of the qualifying documents and/or in the technical bid stage. In case of violation of this condition, the bid shall be rejected and no communication shall be entertained in this matter.
- iii) The completed proposal must be submitted mandatorily online at CPP portal <https://eprocure.gov.in/eprocure/app> after going through the terms and conditions given thereof. The offers submitted by Fax/email/offline shall not be considered and no correspondence shall be entertained in this matter.
- iv) The tender is not transferable. No assignment and sub contracting is permitted.



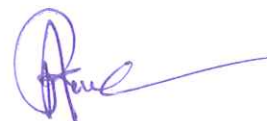
- v) Validity of offer shall be 120 days from the last date of submission of bids.
- vi) While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Tender Document.
- vii) Deputy Director General (Admin), ICFRE reserves the right to reject any or all tenders without assigning any reasons. The authority for the acceptance of the tender shall rest with the ICFRE. It shall not be obligatory on the authority to accept the lowest tender or any other tender and no tenderer(s) shall demand any explanation for the cause of rejection of his/their tender nor shall ICFRE undertake to assign reasons for declining to consider or reject any particular tender or tenders.
- viii) Conditional tenders are liable to be rejected.

Cover 1. Technical Bid

A: Qualifying Documents

The qualifying documents should be uploaded in CPP portal: <https://eprocure.gov.in/eprocure/app> as indicated below. The authorized representative of Tenderer/Bidder has to sign the following documents on each page and the scanned copy of the documents in pdf format to be uploaded in CPP portal for qualifying in the bidding process:

- i) **Tender Fee:-**The tender form downloaded from CPP portal must include Rs. 500/- (Rupees five hundred only) by crossed Demand Draft (DD) in favour of DDO, ICFRE, Dehradun payable at Dehradun as tender fee along with the tender submitted and the scanned copy of the same shall be uploaded in the CPP portal for records and reference. It is non-refundable. The hard copy DD towards Tender fee shall be send to DDG (Admin), Room No 9, ICFRE HQ, Dehradun-248006 and must be received on or before the last date/time of bid submission.
- ii) **EMD of Rs 1,0000/-** (Rupees Ten Thousand only) in the form of Fixed Deposit Receipt (FDR) drawn on nationalised bank in favour of DDO, ICFRE payable at Dehradun as EMD along with the tender submitted and the scanned copy of the same shall be uploaded in the CPP Portal for records and reference. The hardcopy of FDR towards EMD shall be send to DDG (Admin), Room No 9, ICFRE HQ, Dehradun-248006 and must be received on or before the last date/time of bid submission.
- iii) Dully filled Form -1 : Particulars of the Tenderer
- iv) Dully filled in Form-2 : Bid Proposal Sheet.
- v) Proof of Sales Tax / VAT Assessment of last two financial years.
- vi) PAN/TAN allotted to the company by the Income Tax Department.
- vii) Proof of registration as company / firm.
- viii) Copy of income tax returns filed in last two financial year.



- ix) Certificate of being Channel Partner / Reseller / Distributor from OEM for all the quoted brands.
- x) Proof of having a functional office at Dehradun from last 5 years.

NOTE: The physical copy of DD/FDR towards tender fee and EMD respectively shall be submitted to the specified address on or before the last date/time of bid submission.

In absence of scanned and signed copy of required qualifying items as specified above - the tender would be considered as invalid.

Cover 2: Financial Bid

- (a) The financial proposal must be submitted in the Schedule of financial bid in the form of BoQ1.xls through the CPP portal: <https://eprocure.gov.in/eprocure/app>.
- (b) Prices shall be quoted in INDIAN RUPEES and without taxes. The taxes may be indicated separately in the bid and will be payable as per the Government Law. Any change in government taxation policy will be applicable.
- (c) TDS shall be made as per Income Tax Laws.
- (d) In case the firm does not deal in any particular item(s), the price for the same may not be quoted.

10. PROPOSAL EVALUATION

The bid shall be checked for all qualifying documents submitted by the bidder in the Cover I and disqualification amongst these documents shall lead to the rejection of the bid in toto.

The evaluation committee will determine if the financial proposals are complete and without computational errors. The bidders shall be awarded the contract of only those items for which the certificate of being a Channel Partner / Reseller / Distributor from OEM have been submitted and are found to have quoted the lowest price.

However, the ICFRE

- a. is not bound to accept the lowest quote or part thereof.
- b. reserves the right to cancel any or all tenders received without assigning any reason thereof.
- c. reserves the right to enter into parallel rate contract simultaneously with other parties.


Deputy Director General (Admin)
ICFRE, Dehradun

PARTICULARS OF THE FIRM

1. Name of the Company : _____
2. Head/Regd. Office Address : _____
 - a. Postal Address : _____
 - b. Fax No. : _____
 - c. Telephone Nos. (s) : _____
 - d. E-mail Address : _____
 - e. Website Address : _____
3. Former name of Company (if any): _____
4. Dehradun Office Address : _____
 - a. Postal Address : _____
 - b. Fax No. : _____
 - c. Telephone Nos. (s) : _____
 - d. E-mail Address : _____
5. Type of Organization : Individual/Partnership/ Incorporated
6. (i) Year of establishment : _____
(ii) Year since dealing Consumable items
as well as in the support of services of photocopier:

7. Details of supporting : _____
document enclosed : _____
8. Name and address of the : _____
authorized signatory : _____
contact person for this Quotation: _____
9. Whether letter of Authority for : _____
Attending bid opening
enclosed with Quotation?
10. Income Tax PAN with proof : _____
11. Sales Tax/VAT Regd. No. : _____

Date
Place

Signature of the bidder
Name
Office Seal

BID PROPOSAL SHEET

Tenderer's Proposal Reference No. & Date: _____
Tenderer's Name & Address : _____
Person to be contacted : _____
Designation : _____
Telephone No. Email: Fax No: _____

To:

The Deputy Director General (Admin)
Indian Council of Forestry Research & Education
P.O. New Forest, Dehradun 248006

Sub: Per Copy Maintenance Contract for photocopiers

Dear Sir,

1. We, the undersigned Tenderer(s), having read and examined in detail the bidding documents in respect of the above cited maintenance contracts as specified in the tender document.
2. All the prices mentioned in our proposal are in accordance with the terms as specified in the tender document. All the prices and other terms and conditions of this proposal are valid for a period of the last date of submission of bids.
3. We do hereby confirm that our bid prices include all taxes including Income Tax, Professional Tax and Service Tax etc.
4. We have studied the Clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax is altered under the law, we shall pay the same.
6. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.
7. We confirm having submitted in qualifying data as required by you in your tender document. In case you require any further information /documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.
8. We hereby declare that in case the contract is awarded to us, we shall submit the performance bank guarantee of Rs 10,000/- (Rupees Ten thousand) in the form of Bank Guarantee of any of the Nationalized Banks located at Dehradun, in the name of DDO , ICFRE, Dehradun valid for beyond three months beyond the expiry of contract.
9. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

10. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
11. We understand that you are not bound to accept the lowest or any bid you may receive or to place part order or to reject any bid or to cancel the tender without assigning reason whatsoever.

Yours faithfully,

(Signature)

Date:
Place:

Name:
Designation:
Business Address: Seal

LIST OF PHOTOCOPIER MACHINES UNDER FSMA

Sl. No.	Make / Model of Photocopier	Serial Number of machines	Serial No.
1	1600LE (Ricoh)	L6986650345	
2	2000LE(Ricoh)	L7186550262	
3	2000LE(Ricoh)	L7187251361	
4	2000LE(Ricoh)	L7187251290	
5	2000LE(Ricoh)	L7166500018	
6	2000LE(Ricoh)	L7196150078	
7	2000LE(Ricoh)	L7187251104	
8	2000LE(Ricoh)	L7106250444	
9	Ricoh MCP2030	V2126140207	
10	2000LE(Ricoh)	L7107250264	
11	2000LE(Ricoh)	L7107250021	
12	2000LE(Ricoh)	L7106751063	
13	2000LE(Ricoh)	L7106750958	
14	2018D(Ricoh)	K8366520055	
15	2050(Ricoh)	V2296240548	
16	2000LE(Ricoh)	L7187150384	
17	2000LE(Ricoh)	L7106751015	
18	2000LE(Ricoh)	L7117150464	
19	2000LE(Rioch)	L7117250107	
20	Xerox WC-420	3501779503	
21	Xerox WC-5016	220035324	
22	Xerox WC-5020	3315061910	
23	Konica Minolta Bizhub 363	A1UE041103149	
24	Sharp-AR-M205	05041825	

Only all inclusive Prices of the respective brands, represented by the vendor must be quoted. The numbers of machines given above are tentative and may change.

(Signature)

Name

Designation:

Business Address: Seal

Date:

Place: