

**RAJYA SABHA SECRETARIAT
RAJYA SABHA TELEVISION
3rd FLOOR, TALKATORA STADIUM ANNEXE BUILDING
NEW DELHI -110001**

No. RSTV/Admn./7 (xvii)/2017

Dated 11 December, 2019

**TENDER NOTICE FOR MAINTENANCE OF
FIVE SHARP PHOTOCOPIER MACHINES**

Sealed tenders are invited for maintenance of five (05) Sharp photocopier machines which are installed in the offices of Rajya Sabha Television (RSTV) for a period of 3 years from OEM or their authorised service partners (providing annual maintenance services for Sharp photocopier machines) which fulfill the following criteria:

- (i) The agency should have Permanent Account Number (PAN) under the Income Tax Act, 1961. Copy of the PAN card should be enclosed with the technical bid along with GST No.
- (ii) The agency should have average annual turnover of Rs. 5 lakhs or above during the financial years 2016-17, 2017-18 and 2018-19. Attested copies of Income Tax Returns, profit and loss account and Balance Sheets for these financial years should be enclosed with the technical bid. A certificate issued by the Chartered Accountant/CA firm clearly showing turnover for these years may also be submitted with the technical bid.
- (iii) The agency should not have been blacklisted by any government organization/PSU in the past. An undertaking to this effect should be submitted with the technical bid.

2. GENERAL CONDITIONS

- 2.1 The rates may be quoted as 'per copy basis'. The agency will provide all spare parts/toners etc. including plastic parts for the machines during the contract period and no extra payment will be made for change/replacement of parts and toners etc. It shall be the responsibility of the agency to maintain all the photocopier machines in good working order and take prompt action to rectify the machines. The agency shall provide standby photocopier machine till a faulty machine is got repaired by them in case of any delay. The agency (in case of an authorised service partner) will be required to make liaison with the OEM (Original Equipment Manufacturer) for maintenance of these photocopier machines.

- 2.2 The agency should have adequate work experience of having similar work in govt. offices and should submit the supporting documents including performance certificates issued by the govt./other organizations for them. The tenderer in case is an authorised service partner, is also required to submit a certification from the OEM that they are the 'Authorised Service Provider' for the machines; and the spare parts, as well as consumables will be made available through them and the OEM will provide all back up support as and when necessary. The agency should also have a regular work place, technically qualified engineers and necessary resources, as well as infrastructure to provide the required materials and services. The agency should have functional telephone/mobile phone facility for easy accessibility. Tenders without requisite documents would be summarily rejected.
- 2.3 The bidders shall not be at liberty to offer his/her terms and conditions with regard to the tendered work that means the bidder cannot deviate from the terms and conditions given herein. Otherwise, the tenders are liable to be summarily rejected.
- 2.4 No extra payment will be made for change/replacement of any part
- 2.5 The agency shall take prior permission from the undersigned for taking the machine out of the office premises for repairs and replacement of worn out parts with original one. No extra charges will be paid for doing the work outside of office premises. In such cases the transport and labour charges will be borne by the contractor. Alternate arrangement with standby machine may be provided at the same time by the agency.
- 2.6 Monthly servicing of the machines or as and when asked for in emergent cases be got done by the experienced service engineer.

3. SUBMISSION OF BIDS

- 3.1 The agency should submit its bid in two parts, one containing the Technical Bid and other the Financial Bid. Technical Bid should be submitted as per Annexure-I and Financial Bid, as per Annexure-II. The Technical Bid and the Financial Bid should be placed in separate sealed covers superscribed accordingly. The sealed covers containing Technical and Financial bids should be placed inside a large cover sealed and superscribed as 'Maintenance of Five Sharp Photocopier Machines of RSTV'. The tender should be addressed to Additional Director, Rajya Sabha Television, 3rd Floor, Talkatora Stadium Annexe Building, New Delhi-110001 and may be dropped in the drop box at the above **address latest by 5:00 p.m. on or before 31 December, 2019 or may be sent by courier/registered/speed post so as to reach RSTV latest by 5:00 p.m. on**

or before 31 December, 2019. Any bid received after the prescribed date will be rejected.

- 3.2 **Technical Bid** should be given in proforma attached as **Annexure-I** and should be accompanied by earnest money of Rs. 5000/- (Rs. five thousand only) in the form of a demand draft drawn in favour of Drawing & Disbursing Officer, Rajya Sabha Television payable at New Delhi on which no interest will be paid. Earnest money of the agency will be forfeited if the agency refuses to take up the job or if the information given by them is found to be false; or if they withdraw the bid during the validity period of the bid. Earnest money of the unsuccessful bidders will be returned after completion of the tender process but earnest money of the successful bidder will be returned only after submission of Performance Bank Guarantee.
- 3.3 **Financial Bid** should be given in the proforma attached as **Annexure-II**.
- 3.4 The agency shall provide comprehensive maintenance for Sharp photocopier machines for a period of 3 years from the date of award of contract.
- 3.5 There should not be over-writing or correction or cutting in the bids and each page of the Technical Bid as well as Financial Bid should be numbered and signed by an authorized representative of the agency.
- 3.6 Agency rates/charges should be quoted in Indian Rupees both in figures and words and should be valid for 180 days from the date of opening of the bids. Rates and charges should be excluding applicable taxes.

4. PRE-BID MEETING

- 4.1 A pre-bid meeting will be held at 4:00 p.m. on 16 December, 2019 in the office of RSTV, 3rd Floor, Talkatora Stadium Annexe Building, New Delhi where the intending bidders may seek clarification, if any and visit the office to have first-hand information about the requirements of RSTV. The intending bidders are requested to make it convenient to attend the pre-bid meeting so that there may not be any communication gap and they may understand the requirements of RSTV.

5. OPENING OF BIDS

- 5.1 Technical Bids will be opened at 4:00 p.m. on 02 January, 2020 at RSTV office, 3rd Floor, Talkatora Stadium Annexe Building, New Delhi in the presence of the bidders or representatives thereof, if any. Financial Bids of only such bidders will be opened who are found eligible in Technical Bid. Time and date of opening of the Financial Bids will be informed to the agencies which are found eligible in Technical Bid.

6. REJECTION OF BIDS

- 6.1 Canvassing by an agency in any form, unsolicited letters and post tender corrections may invoke summary rejection of their bid with forfeiture of EMD.
- 6.2 RSTV reserves the right to cancel/reject the tender without assigning any reasons thereof. RSTV also reserves the right to accept the tender in full or in part. However, the agency will not have any right to revise the quotes and conditions in the event the tender is accepted in part.

7. PERFORMANCE SECURITY

- 7.1 The agency whose tender is accepted, shall deposit performance bank guarantee of an amount of Rs. 10,000/- in the form of a Demand Draft or Bank Guarantee from any commercial Bank in favour of Drawing and Disbursing Officer, Rajya Sabha Television within 15 days from the date of issue of work order by RSTV. No interest will be paid on the performance security. Performance security will be retained by RSTV for the entire period of contract and till the expiry of sixty days beyond the date of completion of all contractual obligations.

8. TERMS OF PAYMENT

- 8.1 Payment to the agency will be made on quarterly basis on receipt of pre-receipted bill(s). The agency will submit bill towards the AMC service charges in four quarterly installments after the end of each quarter. No advance payment will be made. The payment for the same shall be made after getting the performance report to be given by the Technical Department of Rajya Sabha Television and shall also be subject to recoveries, if any like TDS/Penalty etc.
- 8.2 No claim on account of GST and duties presently in force for the material used for execution of the work awarded under the contract, will be entertained by Rajya Sabha Television and all such taxes and duties shall be borne by the agency themselves.
- 8.3 Rajya Sabha Television shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.
- 8.4 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deduction, towards procurement of equipment against unrepaired equipment, if any, shall be made from the amount of Bank Guarantee.

- 8.5 The payment will be made through Electronic Clearing Services (ECS) for which the agency has to provide IFSC Code, and other details of their Bank Account to Rajya Sabha Television.
- 8.6 The Agency shall provide a certified copy (on quarterly basis) of the Challan clearly showing the fact that the GST received from RSTV in connection with the contract has been deposited in the relevant government account by them.

9. TERMINATION OF CONTRACT

- 9.1 Both the parties to the contract shall have the right to terminate the contract at any time without assigning any reason by giving a notice of 60 days. However, if the performance of the agency is not found satisfactory at any stage, the contract may be terminated by RSTV without any notice.

10. MAINTENANCE OF PROFESSIONAL ETHICS AND SECRECY

- 10.1 RSTV and successful agency, in the process of execution of the contract, will come close to internal working, internal functioning and vital inside details of each other. As such it shall be mandatory on both the parties to the contract to maintain professional ethics and absolute secrecy and not to share with/divulge to any person/party or any third party the inside details unless it is required by any prevailing law or under any legal process.

11. INDEMNITY

- 11.1 The successful agency shall at all times indemnify RSTV/Rajya Sabha Secretariat towards any loss/damage caused or any claim raised against RSTV/Rajya Sabha Secretariat by any party/third party consequent to the contract.

12. ARBITRATION

- 12.1 All the disputes and differences arising out or in any way touching or concerning this tender shall be referred to the sole arbitrator appointed by the Secretary-General, Rajya Sabha. The award of such arbitration shall be final and binding on both the parties. The arbitration proceedings shall be held in Delhi.

13. JURISDICTION

- 13.1 The Courts at New Delhi will have the sole and exclusive territorial jurisdiction over any dispute or difference in connection with this tender.

**Additional Director
Rajya Sabha Television**

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TECHNICAL BID

To be filled in by the Bidder (strictly in accordance with this proforma) with copies of relevant documents to support the statement/claim made

Sl. No.	Description
1.	Name of the agency:
2.	Postal address of the agency:
3.	Whether the agency has a support office in Delhi: Yes/No
4.	Details of the contact person (a) Name: (b) Telephone No: (c) Mobile No : (d) Fax No : (e) E-mail ID:
5.	a) Constitution of the agency whether proprietor, partnership firm or company (please enclose self-certified copies of document proof such as Certificate of Incorporation, Partnership Deed etc.)
6.	Income Tax Permanent Account Number (PAN) (Attach proof)
7.	GST Number : (Attach proof)

8. Turnover of the agency (attach the copies of Income Tax Returns and Balance Sheet)

Sl. No.	Year	Amount
(a)	2016-2017	
(b)	2017-2018	
(c)	2018-2019	

9. Details of Earnest Money Deposit:

- (a) Name of the Bank :
- (b) Demand Draft No :
- (c) Value of the Demand Draft :
- (d) Demand Draft drawn in favour of :

It is certified that:-

- (i) I/we have gone through and understood the tender notice.
- (ii) My/our agency has not been blacklisted by any Government organization/PSUs.
- (iii) The details furnished by me/us are true and correct.
- (iv) My/our agency has valid OEM authorization certificate (in case of authorised service partners).
- (v) I/we have not concealed any material fact.

Signature of the authorized signatory

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FINANCIAL BID

Sl. No.	Model	Serial No. of Photocopier Machine	Rate per copy (excluding GST)
1.	Sharp MX-M452N	23002619	
2.	Sharp MX-M452N	23002648	
3.	Sharp AR-5731	25022397	
4.	Sharp AR-5731	25012245	
5.	Sharp AR-5731	25022437	

It is certified:

- (i) That I/We have gone through and understood the contents of the RSTV Tender Notice No. RSTV/10(i)/2011-Admn dated, 2019. Terms and conditions given in the tender notice are acceptable to me/us.
- (ii) That the rates quoted above do not include taxes. Taxes will be charged extra.

Dated:

Signature of the authorized signatory