

TENDER No: 170 Dated 13/03/2018

**GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION**

River Data Compilation-1 Directorate
Wing 4, Second Floor, West Block 1, R.K.Puram, New Delhi

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**TENDER FOR COMPREHENSIVE MAINTENANCE CONTRACT OF
PHOTOCOPIERS**

DATE FOR PURCHASING TENDER	FROM 14/03/2018 (1500 hours onwards to 23/03/2018 (upto 1300 hours)
LAST DATE FOR SUBMITTING TENDER	23/03/2018 upto 1500 hrs
DUE DATE FOR OPENING OF TENDER:	23/03/2018 at 1530 hrs
OFFICER INVITING TENDER	Deputy Director, River Data Compilation-1, Directorate, Central Water Commission(CWC)
PRICE OF TENDER DOCUMENT:	Rs. 500/-

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TENDER NO: 170 dated 13/03/2018

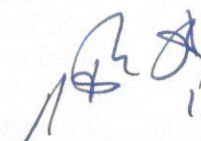
**River Data Compilation-1 Directorate, Central Water Commission,
Delhi**

NOTICE INVITING TENDER

Sealed tenders are invited for and on behalf of the President of India by the Deputy Director, River Data Compilation-1, Directorate, Central Water Commission(CWC), Wing 4, Second Floor, West Block 1, R.K.Puram, New Delhi-110605 for the work prescribed below from the eligible contractors who have carried out similar works in CWC, other Govt. offices, PSUs & any other reputed firms.

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|---|
| <ol style="list-style-type: none">1. Name of work: Comprehensive maintenance contract of photocopiers2. Estimated Cost: ₹ 1,86,000/-3. Earnest Money: 2% of estimated cost (₹ 3,720/-)4. Performance Guarantee: 5% of tendered value.5. Cost of Tender Document: Rs 500/- |
|---|

2. Tender along with Terms and Conditions can be purchased from the office of Director, River Data Compilation-1, Directorate, Central Water Commission(CWC), Wing 4, Second Floor, West Block 1, R.K.Puram, New Delhi-110605, from **14/03/2018 to 23/03/2018** on all working days during the office hours (11:00 to 16:00 hours) on payment of the following:-
 - (i) Rs. 500/- in as cost of tender through A/C payee Demand Draft (Non-Refundable) drawn on any schedule bank in favour of the Deputy Director, River Data Directorate CWC payable at Delhi.
 - (ii) Tender can be freely downloaded from central procurement portal (www.eprocure.gov.in, and www.cwc.nic.in). But tender will be opened only after payment is made as per point(i) above as cost of tender.
3. The tender forms complete in all respects shall be submitted by **15:00 hrs on 23/03/2018**.
4. The Technical Bids and financial bids of the tender will be opened at **23/03/2018 at 1530 Hrs** in presence of the tenders who wish to see the opening of tender through their authorized representative at the Office of Director, River Data Compilation-1, Directorate, Central Water Commission(CWC), Wing 4, Second Floor, West Block 1, R.K.Puram, New Delhi-110605.


13/3/18
Deputy Director

Chapter 1 Instructions to Bidders

1. General

Before submitting the tender the tenderer must ensure that it has understood the exact requirement of the Purchaser. In case of any discrepancy or ambiguity felt by the tenderer in the scope of work and the desired deliverable functionality from the work, it is mandatory to raise the clarification in writing by the tenderer and in turn get that clarified from the purchaser in writing at least three days before the last date of tender submission. In case of no such clarification required by the tenderer, it will be construed that all the requirements of the purchaser are understood by the tenderer. **No communications will be entertained in this regard at any stage of work after the opening of the Tenders.** The general instructions are as given below:-

- i. No tenderer will be allowed to amend or withdraw any terms & conditions/parts or whole /quoted prices of its tender under any circumstances after the deadline for submission of the tender.
- ii. The Purchaser has the right to accept or reject any or all the tenders, or cancel the tendering process at any stage, either in part or full, without assigning any reason.
- iii. Canvassing, soliciting, fraud practices, suppression of facts, stating wrong facts and fraudulent practice by the tenderer may lead to rejection of the tender at any stage of the work and may lead to blacklisting for all future CWC works/purchases.
- iv. The tenderers are expected to understand the forms, terms, specifications and other details mentioned in the tender document.
- v. At any time prior to the deadline for submission of tenders, the Purchaser, for any reason, whether at its own initiative may modify the scope of work or any condition of the tendering documents by amendments and same will be communicated.
- vi. The tenderers must quote the rates keeping in mind all the terms and conditions mentioned in this document.
- vii. The valid means of communications for this tender shall be in writing, through e-mail and fax followed by confirmation by post.
- viii. The Director(s) of the tendering firms having near relative working at the Gazetted rank post in CWC are debarred from tendering. Any breach of this condition would result in the blacklisting in all future works by Central water Commission.
- ix. The tendering firm may ensure that it has no engineer of Gazetted rank, earlier employed in CWC [who has not completed two years after his retirement or leaving of services], and is in its Board of Directors. Such Firms are debarred to participate in tendering, without the prior permission of the Chairman CWC. Such tender is liable to be rejected at any stage of work.
- x. It is suggested that the tenderers may acquaint themselves with the requirements of the work before submitting the tender.
- xi. No deviation in the payment terms mentioned above is permissible in the tender. If a tenderer does not explicitly agree with the payment terms mentioned above, the tender shall be rejected for non-responsiveness.
- xii. The words 'bid' and 'bidding' has been used interchangeably with the words 'tender' and 'tendering' respectively.
- xiii. Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> and www.cwc.nic.in shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited.
- xiv. Intending tenderers are advised to visit again CWC website www.cwc.gov.in and CPPP website <https://eprocure.gov.in> at least 1 day prior to closing date of submission of tender for any corrigendum / amendment.

- xv. For the purpose of this tender the Contract Agreement with the successful tenderer shall comprise of:

- a. the tender form and Financial bid submitted by the tenderer;
- b. Tender document
- c. Amendment to the tender document;
- d. Post tender opening Correspondences both online and offline; and
- e. Purchaser's notification of award of the contract.

2. SUBMISSION OF DOCUMENTS

- i. The following documents are to be furnished in the technical bid part by the Contractor along with bid as per the tender document:
 - a. Signed copy of appropriate value of valid registration certificate, experience certificates of similar works executed as per the tender notice, PAN and Tender Acceptance Letter (Form 3 chapter 7).
 - b. Signed copy of previous three years Income-tax / latest VAT Clearance Certificate, TIN No, Certificate / Affidavit of partnership firm/ Pvt. Ltd. Or public Ltd. Company registered certificate.
 - c. Signed copy of audited Balance sheet of last three years.
 - d. Signed true copy of Partnership deed as per the tender document if any.
 - e. Any other document in support of the Bid.
- ii. The following documents are to be furnished in the financial bid part by the Contractor along with bid as per the tender document:
 - a. Signed price schedule as per tender document.
- iii. Before tender opening date bidders are required to furnish following at the office.
 - a. Cost of the tender
 - b. EMD
 - c. Hard copies of documents in support of their bid.

3. Eligibility Criteria for the Tenderers:

- i. The agency should be registered in India with permanent office in Delhi, India.
- ii. The agency shall have permission to operate and work in Delhi state by relevant government agencies.
- iii. The Contractor shall not be permitted to tender for works in the CWC Circle(responsible for award and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the CWC Department or Ministry of Water Resources River Development & Ganga Rejuvenation (MoWR, RD & GR). Any breach of this condition by the contractor would render liable to be removed from the approved list of contractors of this department.
- iv. No Engineer of gazetted rank or other gazetted officer employed in Engineering or administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees found any time to be such

person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- v. Contractor shall produce definite proof of doing similar work with CWC, any Govt. /PSU/any reputed organization/firms of estimated value of 70 to 100 % of the estimated cost of this work as single contract or two contracts of 30 to 50 % each in the last 5 years in Delhi.
- vi. Proof of registration with GST is essential and copies of the proof should be submitted.
- vii. The Service Provider should have sound technical support staff and latest equipments for attending to the complaints within 24 hours.
- viii. The Service Provider having AMCs of Photocopier currently running successfully with any Govt. Organization may be given preference. Proof of such Annual Maintenance Contract should be produced.
- ix. The Service Provider should not be black listed by any PSU banks/Govt. organizations. Self declaration should be submitted by the authorized official of the company.

4. Period of Validity of tenders :

Tenders shall remain valid for 60 days after the date of tender opening. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided shall also be suitably extended. A Tenderer may refuse the request without forfeiting its EMD.

5. Tender Security and Performance Security

i. Earnest Money Deposit (EMD):-

EMD shall be deposited in the form of Crossed Demand Draft in favour of **Deputy Director, River Data Directorateat Delhi** or in the form of a Bank Guarantee from a scheduled bank as per Performa given at Chapter 7. In case the EMD is submitted in the form of the Bank Guarantee it shall remain valid upto 45 days beyond the final tender validity period. The tenders unaccompanied by the Tender Security/EMD will be rejected summarily.

The EMD will be forfeited if:

- a. if a tenderer withdraws its tender during the period of tender validity specified by the tenderer; or
- b. in case of a successful tenderer, if the tenderer fails:
 - (i) to sign the Contract within 15 days of the issue of the notification for award of the contract; or
 - (ii) to furnish the specified performance security.Government Departments and PublicUndertakings are exempted from furnishing this security.

Refund of EMD

EMD furnished by all unsuccessful tenderers will be returned to them without any interest whatsoever, at the earliest after expiry of the final tender validity period but not later than 30 days after conclusion of the contract. EMD of the successful tenderer should be returned, without any interest whatsoever, after receipt of performance security from it as called for in the contract.

ii. Performance security

The successful bidder shall furnish performance security deposit at the rate 5% on the contract value within 7 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. It does not carry any interest/FDR in favour of DD/RDD/CWC Delhi.

Performance Security will be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

Performance security may be furnished in the form of account payee Demand Draft in favour of DD/RDD/CWC payable at Delhi or Fixed Deposit Receipt from a commercial bank or Bank Guarantee from commercial bank in a prescribed format as given in chapter 7 form 2.

Performance security is liable to be forfeited in case successful tenderer does not fulfill contract obligations.

6. Contents of Tender Document:

The contents of the tendering documents as listed below shall be read in conjunction with any corrigendum/addenda, if issued. All the components of the tender shall be considered as a single tender document and include:

- (i) Notice Inviting Tender
- (ii) Instructions to the Tenderers
- (iii) Conditions of the Contract
- (iv) Schedule of requirement.
- (v) Specifications and allied technical details.
- (vi) Price schedule
- (vii) Contract Form
- (viii) Other standard forms
- (ix) Performance Security Forms/Bid Security(EMD).

7. Tendering Process

i. Marking and submission of tenders:

- a. The tenderers should submit both "Technical bid" and "Financial Bid" in two separate envelopes, i.e. one for technical bid other financial bid duly written on each envelop.
- b. The EMD and cost of tender shall be submitted in sealed envelope duly marked as "EMD" and must reach office of Director RDC-1, CWC, New Delhi before opening of tender. Tenders of bidder whose EMD would not reach in time will not be opened.
- c. All the documents as required in point 7.i.a and 7.i.b above or any other document in support of bid shall then be placed in one bigger envelope. The bigger envelop should be super scribed as "Tenders for CMC of Photocopier Machines"
- d. In technical bid the tenderer is required to submit all documents as required under this tender. A signed copy by the authorized signatory of the firms on each page of this Tender is also required to be submitted along with the Technical bids.
- e. Tenders must be submitted by the bidder no later than the time and date specified in the NIT.
- f. The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tendering documents, in which case all rights and obligations of the Purchaser and tenderers previously subjected to the deadline will thereafter be subjected to the deadline as extended.
- g. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security.

ii. Opening of Bids:

The bids shall be opened on the date and time mentioned in the NIT. Tenders unaccompanied by the Tender Security (EMD) shall not be opened.

Financial Bids of only those bidders who are found technically acceptable would be considered.

iii. Prices

The prices quoted in the Financial Bid should be inclusive of all taxes and includes serviceman/mechanic wages, installation charges, parts, spare parts, labour, tools, transportation charges, etc. The Service Provider should quote the prices for providing complete service. Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account. After placing the order, the DD, RDC-1 dte, CWC shall not pay any extra amount which is not mentioned in the financial bid. The prices should be given as per the format given in price schedule.

- a. All prices should be in Indian Rupee.
- b. The amount should be written both in figures and in words.
- c. Prices for each item shall be furnished.
- d. The tenderer should quote for all the items mentioned in the schedule of requirement. The tenders not quoting for all the items are liable to be rejected.
- e. The tender for the works shall remain open for acceptance for a period of 60 sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to government, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- i. **Non-conformities between the figures and words of the Quoted Prices** – Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:
 - a) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

iv. Evaluation of Tenders

The tenders will be evaluated on the basis of specifications as given the tender document and unit rate of each item and total cost.

- a) The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

Sl. No.	Details	Maximum Marks
1.	Previous experience in providing similar services to Government/semi Government Agencies (10 marks to be assigned per year of previous experience)	50 marks

2.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
3.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks.

Bidder getting more than 50 marks will be considered as technically qualified.

v. Award of Work

Within seven (7) days of the receipt of notification of award from the Purchaser, the successful tenderer shall sign the contract agreement as given at Chapter 6 and furnish the specified performance security.

However, Government Departments and Public Undertakings are exempted from furnishing this security.

Chapter 2. Conditions of Contract

8. Definitions & Interpretations

Services mean the services as identified in the tender document and to be provided at the purchaser's facility as per the contract.

DD, RDC-1, Dte, CWC, means Deputy Director, River Data Compilation-1, Directorate, Central Water Commission, Delhi under Planning & Development Organization, CWC.

Contract means the agreement reached by the Purchaser and the Contractor for the purpose of the work mentioned in this document. All documents, letters, correspondences exchanged for this work shall be the part of the contract.

Contract Price: The cost of work identified in the Contractor proposal is included in the Contract Price in their entirety. This will include such additions/ deductions made under variation order as allowed under this contract.

Notices shall be deemed to include any approvals, consents, Instructions, certificates and clarifications to be given under this contract.

The Purchaser is: The President of India through Deputy Director, River Data Compilation-1, Directorate, Central Water Commission, Delhi-110605.

Contractor: The Contractor is the agency of the successful tenderer with whom the purchaser enters into a contract for the supply of goods detailed in this document.

The Execution Period is the period during which the Contractor is liable to carry out work without any additional cost to the purchaser.

Non-Responsive tender: Any tender not meeting all the requirements mentioned in the tender document.

9. Scope of the work

The scope of the work is **Comprehensive maintenance of photocopiers** which includes but not exclusively following work:-

- a. Diagnose the faults and rectify the defect detected, within 24 hours.
- b. Repair/replace the faulty parts etc. of the Photocopier, within 24 hours.
- c. Carry out the periodical (once in a month) preventive maintenance.
- d. The agency/contractor shall supply all original consumables and spare parts.

10. Documents of Contract

All the documents shall be considered as correlative, complementary and mutually explanatory. The contract shall be read as a whole for the interpretations. All correspondences, notices etc. shall form a part of the contract.

11. Interpretations

Language: shall be English only for the purpose of this contract.

Context: the singular and plural shall be interchangeable as per the context of the contract.

12. Contractor's responsibilities and Obligations

- a. The Contractor will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force and will be liable to indemnify the Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Contractor's negligence. The Contractor will pay all indemnities arising from such incidents and will not hold the Purchaser responsible in any manner.
- b. The Contractor is responsible to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
- c. The Contractor is obliged to work closely with the Purchaser and abide by directives that are consistent with the terms of the Contract.
- d. The Contractor whose tender is accepted, will be required to furnish:-
 - i. Performance security
 - ii. Certificate of GST Registration.
 - iii. Photo copy of registration certificate of firm.
 - iv. Photo copy of PAN/TAN
 - v. Up-to date Goods & Service Tax clearance certified along-with the bid documents.
 - vi. Any other document as required by the purchaser.

13. Purchaser's responsibilities

- a. The purchaser will ensure accuracy of all information.
- b. The purchaser will ensure the availability of sites for the work. .
- c. The site for the work is available.

14. Duration of contract

The period of operation of the contract shall be from 01/04/2018 to 31/03/2019. The duration of contract may be altered/modified by the purchaser before awarding contract.

15. Programme of work

The agency shall commence work within as per the start date given in clause 14 above at the locations as identified in the Schedule A.

16. Confidentiality

- a. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Purchaser and all copies thereof shall be returned to the Purchaser on termination of the Contract.
- c. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in this document except for purpose of performing the Contract.
- d. The Purchaser shall not, without the Contractor's prior written consent, disclose any documents, data or other information furnished by the Contractor in connection with the

Contract, and clearly identified in advance by the Contractor as being confidential, to parties not directly involved in the project(s) covered by the Contract.

17. General Conditions of Contract:

- 1) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India and Government of NCT of Delhi.
- 2) Incomplete tenders/tenders without specified EMD shall be rejected.
- 3) The bidder should not have been black listed by any Government or non Government institutions or Government Department undertaking/public enterprises.
- 4) The Firms should be registered in Delhi permanent office in Delhi.
- 5) The contractor should be professionals & having experience for relevant works.
- 6) Disputes, if any, will be under the jurisdiction of Delhi.
- 7) The competent authority on behalf of President of India does not bind itself to accept the lowest or any tender, and reserves its right to reject or postponed any or all of the tenders received without the assignment of any reason. All tenders in whom any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- 8) Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- 9) Copies of other documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderer are advised to inspect and examine the site and its surrounding and satisfy themselves before submitting their tenders, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tender shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other documents and has made himself aware of the scope and specifications of the work to be done.
- 10) The purchaser reserves the rights for extension of the contract by mutual agreement.
- 11) In case, the tendering agency fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the Directorate is put to any loss / obligation, monetary or otherwise, the Director will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 12) The agency may inspect the system/machine on any working days from 11.00 AM to 4.00 PM before submitting the tender.

18. Special conditions of Contract

- 1) Machine should remain in perfect running condition and print should be neat and clean as per full satisfaction of the Department.
- 2) Periodic preventive maintenance based on specific needs of each unit of the equipment should be done including necessary adjustment and replacement of unserviceable parts.
- 3) Unscheduled remedial maintenance for repairing malfunction shall include replacement of unserviceable parts. The parts replaced will be new & genuine one.
- 4) Service Engineer of the firm should make regular visits at least once in 15 days for checking of machine as a part of preventive maintenance.

- 5) In case of major break down for more than 24 hours, a standby machine in running condition should be installed in the concerned Dte. / Section.
- 6) The firm will issue a photo identity card to its Service Engineer who alone will be authorized to attend the maintenance work.
- 7) The machine under the CMC should be in good working condition at the end of the contract period and with all genuine parts. Cost of repair, if any, will be recovered from the firm from the final dues.
- 8) CWC reserves the right to delete/ decrease the items during the contract on 15 days' notice. The payment for the deleted/ decreased items, if any, shall be payable on pro-rata basis.
- 9) In case of any defect of drum, it should be replaced immediately.
- 10) Before replacing any part in the machine, it should be with prior permission of user Dte./ Unit and all such services/ repair to be certified by the Dte./ Unit.
- 11) No payment shall be made towards transportation (if any) of machine/ spares.
- 12) The contractor shall be responsible for the care of Photocopier machine.
- 13) The CMC shall be comprehensive includes preventive maintenance / monthly regular services of the Photocopier Machines and / or replacement of any items / spare parts of good / standard quality for keeping the Photocopier Machines active and free from any defects / disturbance.
- 14) The CMC charges shall include of consumables items i.e. Cartridges, Toners except Papers.
- 15) In case of successful bidder(s) found in breach of any conditions(s) of the tender / agreement at any stage, the legal action as per laws / rules shall be initiated against the agency and security money deposited shall be forfeited. .
- 16) All the machine must be serviced onsite at CWC premises. The agency will provide adequate standby machines / systems if the problem is not solved within 24 hours.
- 17) The tenderer is also required to submit a certificate from the O.E.M (Original Equipment Manufacturer) 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 OEM they will provide all back up support.
- 18) The agency shall also have a regular work place, technically qualified engineers and the needed resources and infrastructure to provide the requisite materials and services and he should have functional telephone/mobile phone facility for easy accessibility.
- 19) No extra charges will be paid for doing the work outside of office premises. In such cases the transport and labour charges shall be borne by the contractor.
- 20) The rates quoted by the firm will not be enhanced during the period of contract in any case.
- 21) Monthly servicing of the Machines or as and when asked for in emergent cases be got done by the experienced service engineer.
- 22) **The contract for photocopier will be for "Comprehensive Maintenance Service" i.e. if any part is required to be replaced the same will be replaced under the contract and no extra charges will be paid by the Department for any spare part. It will be the responsibility of the company to provide genuine spare parts of photocopier machines and to keep all of them in perfect working order.**
- 23) **The consumables / spares to be used in machines should be genuine. Any tempering to the machines or use of spurious spares will lead to cancellation of the contract, debarred from any future dealings with this Department & also**

forfeit of the performance security. The firm may also be blacklisted on such incidents. All spare parts like toner, drum kit, fuser kit, lamps, PCB, power supply unit, unit gears, roller bush, laser unit etc should be original would be replaced by the company free of cost during the CAMC period. All the parts/spare parts supplied by the Service Provider shall be accepted after due inspection and approval by the Engineer in Charge.

- 24) The firm will have to follow all the security instructions applicable from time to time. If the engineers are found guilty of any violation of security norms, they will be liable to be prosecuted under the law.
- 25) The firm shall not further sub-contract the Annual maintenance under any circumstances to a third party/sub-contractor for the maintenance of the computers.
- 26) In case the performance of the firm is not found satisfactory, the buyer shall have not only the right to terminate the contract at any time but also to have the machines serviced/repaired from other source at the risk and cost of the Firm without prejudice to any other right available under the terms of contract or under law.
- 27) It shall also be the responsibility of the contracting firm to handover the photocopier machines in good working condition at the end of the contract period to this Department, failing which the firm shall be liable to pay liquidated damages to the Department as determined by the competent authority.
- 28) In regard to the personnel deputed by firm for this work at CWC:
 - a. The Service Provider should strictly follow the Labour Laws, Minimum Wages Act, EPF, ESIC and other Allied Acts. The Service Provider should directly deal with the concerned departments. The CWC will not be responsible for any default.
 - b. The Service Provider will be fully responsible for safety, welfare and any accident during the work. The CWC will not be responsible at any time.
 - c. The Service Provider shall not be entitled to make any claim whatsoever against the CWC under or by virtue of or arising out of this contract, nor shall the CWC entertain or consider any such claim, if made by the Service Provider.
 - d. The Service Provider should provide proper uniform with company name
- 29) The bidder shall inspect every photocopier machine before submission of the bids. The bidder shall make himself/herself fully conversant with the current conditions of every machine. Any issue, if bidder thinks is there with any machine, shall be brought to the notice of the purchaser in writing and clearly mentioned in the bid. No representation whatsoever about the condition of the machine shall be entertain by the purchaser after the award of work.

19. Penalty

In case the supplier is unable to repair the machine or unable to provide standby machine within two working days, DD/RDC-1, Dte/CWC Delhi shall have the right levy penalty of Rs 200 per day per machine. If contractor fail to do so the entire performance security shall be forfeited.

20. Loss of Property

The Contractor shall indemnify and hold harmless the Purchaser and its employees from any losses, liabilities and costs resulting from the death, personal injury or loss to damage to the property, loss to the system arising due to the performance of contract.

21. Force Majeure

- a. For purposes of this Clause, "Force Majeure" will mean an event beyond the control of the Contractor and not involving the Contractor's fault or negligence. Such events may include,

but are not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- b. If a Force Majeure situation arises, the **Contractor** shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the **Contractor** shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force Majeure event.
- c. If an event of Force Majeure, continues for a period of ninety (90) days or more, the parties may by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for Products already delivered or Services already performed.
- d. No claim or increased costs be entertained attributable to the Force Majeure's

22. Contract Price

Prices quoted by the tenderer shall be fixed during the tenderer's performance of the Contract and not subject to variation on any account and shall be inclusive of all taxes, etc.. The prices should be given as per the format given in price schedule.

23. Terms of Payment

- a. The agency shall raise the bill, in triplicate, duly verified by Deputy Director/Asstt. Director/section officer, of the related Directorate/section in respect of the photocopier deployed in their office and submit the same to Director, River Data-1 Directorate, CWC, New Delhi on quality basis.
- b. Deduction of tax at source (TDS) as per applicable rates prescribed under the Income- tax Act, 1961, shall be made by the DD, RDC-1, Dte CWC, Delhi from every payment made under this contract.
- c. The payment may be made through e payment/cheque.
- d. Govt.Tax/Levy/Duty, other than GST for the work shall be borne by tenderer.
- e. Payment of GST shall be on reimbursement basis. Agency shall submit GSTx and submit challan etc. for reimbursement from this office for the work mentioned in this tender only.

24. Taxes and Duties

All the existing and new taxes, levies, octroi, custom and other charges levied on the services rendered by the Contractor shall be borne by the Contractor only within the quoted rates. The TDS shall be deducted at source as per the prevailing Government rules from time to time.

25. Advances

No advance payment is payable under this contract.

26. Release of Claims

After completion of work and at the time of final payment the Contractor shall give in writing, releasing the Purchaser for all the claims arising out of this contract other than specifically accepted in this contract.

27. Observance of Law

- a. The contract shall be construed and operated as an Indian contract and as per Indian laws applicable from time to time.
- b. The parties to the contract shall protect and indemnify each other against all claims or liabilities arising from the action of violation of all such laws.
- c. Contractor shall observe all laws of both Government of India and Government of NCT of Delhi as applicable from time to time.

28. Termination of Contract

a. ***For Purchaser's convenience***

The Purchaser can terminate the contract at any time by giving a notice of 30 days to the Contractor. The Contractor shall have no claim to any payment for the compensation or otherwise whatsoever on account of any profit or advantage which might have been derived.

b. ***For Contractor's Default***

I. The Purchaser without prejudice to any other rights or remedies it may possess may terminate the contract

- i. If the Contractor becomes bankrupt or insolvent
- ii. If the Contractor has abandoned or repudiated the contract, persistently failed to carry out its obligations under this contract.
- iii. If the Contractor neglects its obligations under this contract.
- iv. If the contractor has furnished any false document.

II. The Purchaser may without prejudice to any other right issue a notice for termination of the contract stating the nature of default and requiring the remedy for the same. Failure of the Contractor to carry out a specified work may be sufficient grounds for termination of the contract by the purchaser.

c. ***Termination by Contractor***

The Contractor can terminate the contract with 30 days' notice only in case:

The Contractor is unable to carry out its obligations of the contract for any reason attributable to the Purchaser.

If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the Service Provider from the office shall be forfeited.

d. ***On every termination***

I. The Contractor shall cease further work.

II. Under such circumstance, only the contract price properly attributable to the part of the work duly valued by the Purchaser shall be payable by the Purchaser to the Contractor. The decision of the purchaser shall be final in this respect.

29. Liquidated Damages

a. In the event of any accident or damage while the contractor is on CWC duty, CWC shall be completely free from any liability of the nature connected with the accident /damage. The contractor himself shall be fully and exclusively responsible for any damage of contractor or any injury to any other person in employment of contractor including any third party claims and also the damage or loss is incurred to CWC or its employee as a result of any accident or any other reason involving failure of machine, if sustain any damage the contractor shall reimburse on demand and without any demur the compensation/damages.

b. If this office suffers any loss or damage on account of negligence, default, accident or theft on the part of the agency, then the agency shall be liable to reimburse to this office for the same.

c. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency.

d. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

e. Notwithstanding the provisions of tender document, the Contractor shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

30. Notices

Notwithstanding anything stated otherwise, all notices of this contract shall be in writing through registered mail, speed post, personal or courier delivery. The transmission by

electronic data exchange (fax, email) shall be reconfirmed in writing. Any change in the address etc. shall be communicated within 10 days to other party.

31. Disputes

The decision of the Purchaser shall be final regarding the quality of services provided by the agency, the other aspects arising shall only be referred as Disputes. The Contractor may address its intention with evidences for the settlement of dispute in writing to the Purchaser. The work shall not stop, unless agreed mutually or ordered by the arbitrator(s).

32. Settlement of Disputes

The settlement of all the disputes of any kind arising out of this contract shall be first through a Mediator and only after dissatisfaction with that, the (joint) Arbitrator(s) shall be appointed as per Arbitration & Conciliation Act 1996.

Chapter 3 Schedules of requirement

SCHEDULES

Schedule 'A' Schedule of Quantities (Enclosed)

Schedule 'B' Not applicable

Schedule 'C' Not applicable

Schedule 'D' Not applicable

Schedule 'E' Not applicable

Schedule 'F'

Reference to General Conditions of contract

Name of work: Comprehensive maintenance contract of photocopiers

Officer inviting tender: Deputy Director, River Data Compilation-1 Directorate, CWC, Delhi.

Definitions:

2(v)	Engineer-in-Charge	Deputy Director, River Data Compilation-1 Directorate, CWC
2(viii)	Accepting Authority	Deputy Director, River Data Compilation-1 Directorate, CWC
2(x)	Percentage on cost of Labour to cover all overheads and profits	Nil
2(xi)	Standard schedule of Rates	Not applicable
2(xii)	Department	Central Water Commission
9(ii)	Standard CPWD Contract	No. Contract form as given Chapter 6

Clause 1

(i) Time allowed for submission of Performance Guarantee from date of issue of letter of acceptance 7 Days (No extension to be granted)

(ii) Maximum allowable extension beyond the period (provided in (i)) above (No extension to be granted)

Clause 2

Authority for fixing compensation under Clause 2 Director, RDC-1, Delhi

Clause 2A

Whether clause 2A shall applicable No

Clause 5

Number of days from date of issue of letter of 7 days
acceptance for reckoning date of start

Clause 6,6A

Clause applicable-(6 or 6A) 6A

Clause 7

Gross work to be done together with net payment N.A
/adjustment of advances for material collected, if any
since the last such payment for being eligible to interim
payment

Clause 11

Specification to be followed for execution of work All rules & regulations of Government
of NCT of Delhi and Government of
India.

As per the Specification mentioned in
Tender Document

Clause 16

Competent Authority for deciding reduced rates Not applicable i.e. sub- standard work
is not accepted

Clause 36 Not applicable

Clause 42 Not applicable

SCHEDULE 'A':- SCHEDULE OF QUANTITIES

Comprehensive maintenance contract of photocopiers of following photocopier

Table 1 Schedule of quantities of photocopier machines

Sl. No.	Make/Model/colour/B/W	Category	Location
1.	Toshiba ES-282 CVK736436	D	RMCD
2.	Toshiba ES-282 CVI734219	D	FFM
3.	Xerox 7125 color	D/C	NSWDC
4.	Xerox 7125	D	NSWDC
5.	Toshiba ES-352 CCG859177	D	NSWDC
6.	Toshiba ES-352 CGF856860	D	RDC-1
7.	Xerox 5020 DAD	D	CE(P&D)
8.	Toshiba ES-282 CUK851203	D	FMP
9.	Toshiba ES-282 CUL851867	D	CE(FM)
10.	Sharp-AR-5620N	D	River Cons. Dte.
11.	Toshiba ES-456 C2D235349	D	RDC-1
12.	Sharp ARM205 03072390	D	FM-1
13.	Toshiba ES-studio 2820 Color	D/C	RDC-1
14.	Toshiba ES-studio 2820 B/W	D	RDC-1
15.	Sharp-AR-5620N	D	FM-2
16.	Sharp-AR-5620N	D	Morphology
17.	Toshiba e-studio 352 CGA 967826	D	FCA-1

Note:- Category D means Digital

Category C means Colour

Chapter 4 Specifications and allied Technical Details

The make and model of the machines as given below

Table 2 Make Model and type of machines (colour or Black and white) for CMC

Sl. No.	Make/Model/colour/B/W
1	Toshiba ES-282 CVK736436 B/W
2	Toshiba ES-282 CVI734219 B/W
3	Xerox 7125 color
4	Xerox 7125 B/W
5	Toshiba ES-352 CCG859177 B/W
6	Toshiba ES-352 CGF856860 B/W
7	Xerox 5020 DAD B/W
8	Toshiba ES-282 CUK851203 B/W
9	Toshiba ES-282 CUL851867 B/W
10	Sharp-AR-5620N B/W
11	Toshiba ES-456 C2D235349 B/W
12	Sharp ARM205 03072390 B/W
13	Toshiba ES-studio 2820 Color
14	Toshiba ES-studio 2820 B/W
15	Sharp-AR-5620N B/W
16	Sharp-AR-5620N B/W
17	Toshiba e-studio 352 CGA 967826 B/W

Chapter 5 Price Schedule

Technical Bid

Table 3 Technical bid for Comprehensive maintenance contract of photocopiers

1.	Name and Postal Address of the Bidder	Phone: Mobile: Fax: Email:
2.	Is your concern Recognized/Registered (Attach Photocopy as a proof) Yes <input type="checkbox"/> No <input type="checkbox"/>	
	Tick as applicable Recognised by Govt. of india Registered under Companies Act Registered under Shops and Establishment act Registered as firm Proprietorship/Any other category(please specify) Sister concern of.....(please specify name)	
3.	Income Tax return filed (Attach proof)	
4.	Experience (attach performance certificate from the Govt./ PSU Companies/Public Agencies/Firms):Years	
Sl.No.	Particulars	To be filled by the tenderer
1)	Date of establishment of the agency	
2)	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
3)	PAN/TAN Number (copy to be enclosed)	
4)	Goods & Service Tax Registration Number (copy to be enclosed)	
5)	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
6)	Length of experience in the field(attach proof)	

Signature of the bidder with seal

FINANCIAL BID

TENDER NO:

With reference to the above tender, I hereby submit the financial bid for the above mentioned tender.

To
Deputy Director
River Data Compilation-1, Directorate
Central Water Commission

Subject:-Quotation for award of contract for Comprehensive maintenance contract of photocopiers– Reg.

Sir,

With reference to your tender on the subject mentioned above, I/We quote the rate for above mentioned work as under:

Table 4 Financial Bid for Comprehensive maintenance contract of photocopiers

Sl. No.	Make/Model/colour or B/W	Rate per page (in figure)	Rate per page (in words)
1	Toshiba ES-282 CVK736436 B/W		
2	Toshiba ES-282 CVI734219 B/W		
3	Xerox 7125 color		
4	Xerox 7125 B/W		
5	Toshiba ES-352 CCG859177 B/W		
6	Toshiba ES-352 CGF856860 B/W		
7	Xerox 5020 DAD B/W		
8	Toshiba ES-282 CUK851203 B/W		
9	Toshiba ES-282 CUL851867 B/W		
10	Sharp-AR-5620N B/W		
11	Toshiba ES-456 C2D235349 B/W		
12	Sharp ARM205 03072390 B/W		
13	Toshiba ES-studio 2820 Color		
14	Toshiba ES-studio 2820 B/W		
15	Sharp-AR-5620N B/W		
16	Sharp-AR-5620N B/W		
17	Toshiba e-studio 352 CGA 967826 B/W		

Any other points to be mentioned:

1. I/We accept all the terms and conditions of your Tender Notice referred to above. Certified that the above quoted rate is in compliance with all the statutory provisions and rules as applicable.

The above rate is inclusive of Service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorised Signatory)
(with name/designation, contact No.&
seal)

Chapter 6 Contract Form

CONTRACT AGREEMENT FORM

THIS AGREEMENT made on the.....day of.....20.....between Deputy Director, River Data Compilation-1, Directorate, Central Water Commission (*Name of purchaser*) (*hereinafter "the Purchaser"*) of one part and (*Name of Contractor*) of..... (*City and Country of Contractor*) (*hereinafter called "the Contractor"*) of the other part:

WHEREAS the Purchaser invited Tenders for Comprehensive maintenance contract of photocopiers and has accepted a Tender by the Contractor for the services in the sum (*Contract Price in Words and Figures*) (*hereinafter called "the Contract Price"*).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The tender form, technical bid and the price schedule submitted by the Tenderer ;
 - b. Tender document
 - c. Amendments to the tender document;
 - d. Post tender opening correspondence ; and
 - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and

Brief particulars of the goods which shall be supplied/provided by the Contractor are as under :

Brief description of Work	Amount in Rs.	
	in figures	in words
Comprehensive maintenance contract of photocopiers		

TOTAL VALUE:

DELIVERY SCHEDULE: Within 7 days of signing of contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser) in the presence of:.....	Signed, Sealed and Delivered by the said (For the Contractor) in the presence of:
---	--

Chapter 7 Other Standard Forms

Form 1 MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
.....
..... (hereinafter called the "tenderer")
has submitted their offer dated..... for
the supply of
..... (hereinafter called the "tender")
against the purchaser's tender enquiry No.
KNOW ALL MEN by these presents that WE of
..... having our registered office at
..... are bound unto
(hereinafter called the "Purchaser")
in the sum of
..... for which
payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 2. MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To
The President of India

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply "office furniture"(description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Form 3: TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Deputy Director
River Data Compilation-1, Directorate
Central Water Commission

Sub: Acceptance of Terms & Conditions of Tender.

Tender ReferenceNo:

Name of Tender / Work: - Comprehensive maintenance contract of photocopiers

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____ as per
your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the tender document of above mentioned work (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your Division/ organization, if any, too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirely.
5. In case any provisions of this tender are found violated, your Division/ organisation shall be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely and we shall not have any claim/right against Division in satisfaction of this condition.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Cost of Tender Document Rs. 500/-
(Tender No.)

GOVERNMENT OF INDIA
CENTRAL WATER COMMISSION
River Data Compilation-1 Directorate

This Tender document contains 30 pages

Issued to :

Date of receipt of tender fee :

Date of issue :

Signature of the issuing
Authority :