

**F. No. D-15017/16/2015-General**  
Government of India  
Office of the Directorate General of Civil Aviation  
Opposite Safdarjung Airport, New Delhi - 110003

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***“TENDER NOTICE”***

**FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR  
PHOTOCOPIER MACHINES INSTALLED AT DGCA (H.Q.) AND CEO, RK  
PURAM, NEW DELHI**

Tender published dated	20.03.2018 (5:00 PM)
Bid document download start date	20.03.2018 (5:00 PM)
Bid submission start date	21.03.2018 (10:00 AM)
Bid submission end date	10.04.2018 (5:00 PM)
Bids technical / financial opening date	13.04.2018 (5:00 PM)

**Note:-**The quotation should be addressed to **Deputy Director, (Administration), Room No. A020, Administrative Block, Directorate General of Civil Aviation, Opposite Safdarjung Airport, New Delhi - 110003** and will be received up to .....at the Reception, Directorate General of Civil Aviation, Opposite Safdarjung Airport, Aurobindo Marg, New Delhi- 110003 by post or by hand.

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Dated: , 2018

***TENDER NOTICE***

**Subject:** Quotation for awarding of contract for comprehensive annual maintenance contract for the photocopier machines installed at DGCA (H.Q.) and CEO, R.K. Puram, New Delhi.

Off-line quotations in sealed cover are invited on behalf of the President of India, under one cover system from reputed, experienced and financially sound companies / firms / agencies for comprehensive annual maintenance contract for the photocopier machines installed at various locations in DGCA (HQ) and CEO, R.K. Puram, New Delhi.  
**(Annexure 'B') page no. 09**

Bidders are required to go through the tender documents carefully before applying the bid and bids should be submitted in two envelopes (technical bid and financial bid). First envelope should be super scribed "Technical Bid" and the second envelope should be super scribed "Financial Bid" and both the envelope should be placed in a single envelope which should clearly be mentioned "The tender for the Comprehensive Annual Maintenance Contract for the photocopier machines installed at DGCA (HQ) and CEO, RK Puram, New Delhi.

- i. Technical bid Annexure 'A' page no. 08
- ii. Financial bid annexure 'B' page no. 09

The tender documents can be downloaded from the DGCA website  
<http://www.dgca.nic.in>

The Directorate General of Civil Aviation reserves the right to amend or withdraw any of the terms and conditions contained in the **Tender Notice** or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DGCA (HQ) in this regard shall be final and binding on all.

Deputy Director, (Administration)  
Office of the Directorate General of Civil Aviation.

## **SCOPE OF WORK / ELIGIBILITY / TERMS AND CONDITIONS OF THE TENDER**

1. The Directorate General of Civil Aviation, (DGCA) situated at Ground Floor, Opp. Safdarjang Airport, New Delhi – 110003 requires reputed, well established and financially sound companies / firms / agencies to supply their services of comprehensive annual maintenance contract for the photocopier machines installed at various locations in DGCA (HQ) and CEO, R.K. Puram, New Delhi.
2. The rates may be quoted as “Per Copy” basis. The firm will provide all spare parts/toners etc. for these machines during the contract period and no extra payment will be made for change/replacement of parts and toners etc. It shall be responsibility of the firm to maintain all the Photocopy machines in good working order and take prompt action to rectify the machine. The firm shall provide standby Photocopy Machine till the machine is got repaired by the firm in case of any delay and no extra payment in this regard will be made. The vendor will be required to make liaison with the **Original Equipment Manufacturer (O.E.M.)** for maintenance of these Photocopier Machines. AMC in respect of these Photocopier will be assigned to the firm at the expiry of the warranty.
3. **The bidders should have at least three years work experience of having similar work in Govt. Offices** and should submit the supporting documents including performance certificates to this effect. **The tenderer is also required to submit a original ink signed certificate from the (O.E.M.) that they are the “Authorized Service Provider” for the machines and the spare parts as well consumables will be made available through the (O.E.M.) and they will provide all back up support.** He should also have a regular work place, technically qualified engineers and the required resources and infrastructure to provide the requisite materials and services and he should have functional telephone/mobile phone facility for easy accessibility. Tenders without requisite documents would be summarily rejected. **The vendors should have not been blacklisted by any organization/Govt. Department. An Undertaking to this effect needs to be submitted along with the bid.**
4. The items as mentioned in annexure ‘B’ can be checked on any working day at installed locations, before quoting the rates for CAMC by the tenderers.
5. The contract will be initially for a period of one year from the date of award of contract. The contract for comprehensive annual maintenance contract can be considered for renewal for a further period of one year subject to satisfactory performance of the firm in the matter as per the same terms and conditions. The contract may be curtailed / terminated at any stage without giving any notice or assigning any reason or as per the requirement of DGCA. For such termination, one-week notice will be given to the selected service provider.
6. Selected company / firm / agency will provide skilled / technically qualified

engineer and essentially well trained in servicing of photocopier machines as per the DGCA requirement. However, the number of Photocopiers may increase or decrease as per the requirement of DGCA at any time during the currency of the contract for which services will be provided by the selected company / firm / agency.

7. **Indemnification:**

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the continuation of this agreement and the same shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor. Further, in case of any losses/damage is caused to DGCA equipment/property due to negligence/wrong/faulty maintenance carried out by the technicians/engineers/personnel of the contractor, then the contractor must indemnify the DGCA against all such losses.”

8. **Force Majeure:**

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

9. There will be no employer-employee relationship between the contractor personnel of AMC provider and DGCA.

10. The various crucial dates related to **“Tender for comprehensive annual maintenance contract for photocopier machines installed at DGCA (HQ) and CEO, RK Puram, New Delhi”** are given on the first page of this tender.
11. The Earnest Money Deposit (EMD) is of Rs 20,000 of tender value and which will be refundable (without interest) and should be in the form of Demand Draft / Banker’s Cheque drawn in favour of **“PAO, DGCA, Ministry of Civil Aviation”** payable at New Delhi, failing which the tender shall be rejected summarily.
12. EMD exemption may be allowed to MSME/start-ups as per the GFR rule 170 provided relevant supporting documents are submitted along with the bids.
13. The successful bidder will have to deposit a **“Performance Security Deposit”** of 10% of the contract amount, in favour of **“PAO, DGCA, Ministry of Civil Aviation”** payable at New Delhi and may be paid in any of the following forms:-  
  
“Crossed Demand Draft / Pay Order / Fixed deposit receipts / Performance Guarantee Bond by any Nationalized Bank or Scheduled commercial Bank. If the performance Guarantee Bond is issued by a scheduled commercial bank (non-nationalized), the it should be dully counter-signed by the Reserve Bank of India / State Bank of India, New Delhi”. The charges for such counter-signing shall be borne by the successful bidder.
14. The performance security deposit shall remain valid upto a period of 60 days beyond the completion of all contractual obligations. In case the contract is further extended beyond the initial period, the Demand Draft / Pay Order / fixed deposit receipts / performance guarantee bond will have to be accordingly extended / renewed by the successful tender covering the period of contract. No interest whatsoever will be payable on such security deposit.
15. The companies / firms / agencies are required to submit the photocopies / original copy of the following documents / certificates along the application, failing with their bids shall be summarily / out-rightly rejected and will not be considered any further:-
  - a. Application on company’s letter head
  - b. Copy of registration certificate
  - c. Copy of PAN / GIR card
  - d. Copy of GST
  - e. Copy of service tax registration certificate
  - f. Copy of the similar work experience at least 3 years
  - g. Original copy of EMD.
  - h. Photocopy of the Original Equipment Manufacturer (OEM) Certificate for maintenance of these Photocopier Machines

- 16.** Conditional bids shall not be considered and will be out-rightly rejected.
- 17.** The bids shall be opened on the scheduled date, time and venue as prescribed above in the presence of the representative of the companies / firms / agencies, if any who are present on the spot at that time. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.
- 18.** The competent authority appointed by the DGCA reserves the right to annul any or all bids without assigning any reason.
- 19.** The bidding company / firm / agency should fulfill the following specifications.
  - (a) The registered office of one of the Branch offices of the company / firm / agency should be located in Delhi / New Delhi / NCR Region.
  - (b) The company / firm / agency should be registered with the appropriate registration authority.
  - (c) The company / firm / agency should have at least three to five years of work experience having similar work in servicing of photocopier machines in public sector companies / Bank or Government organizations, etc.
  - (d) The company / firm / agency should have own bank account.
  - (e) The company / firm / agency should be registered with income tax and G.S.T authorities.
  - (f) Original Equipment Manufacturer (OEM) Certificate for maintenance of these photocopier machines.
- 20.** The contracting company / firm / agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the DGCA.
- 21.** In case, the person employed by the successful company / firm / agency commits any act omission / commission that amounts to misconduct / indiscipline / incompetence, the successful company / firm / agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the DGCA.
- 22.** The company / firm / agency will replace immediately any of its personnel who is found unacceptable to this DGCA because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the DGCA.
- 23.** The company / firm / agency will depute a coordinator who will be responsible for immediate interaction with the DGCA.
- 24.** Complaints received in the first half of the day should be attended the same day and complaints received in the second half should be attended next working day, failing which a penalty @ Rs.500 per day/complaints will be imposed.

25. It will be the responsibility of the service providing agencies to meet the transportation, food, medical or any other requirement in respect of the service engineer deployed by it (Agency). DGCA will have no liability in this regard.
26. The DGCA will not be responsible for any damages, losses, claims, financial or other injury to any service engineer / person deployed by service providing agency in the course of their performing the functions / duties.
27. The tax deduction at sources (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time to time.
28. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer can be adjusted towards the Performance Security. Further, if agency fails to send their service engineer against the requirement within the stipulated time period from the date of placing the order the EMD shall stand forfeited without giving any further notice.
29. Payment shall be made on quarterly basis against submission of bill in triplicate along with the satisfactory reports received from the users and as per Income Tax Act and the rules made there under. **Tenderers shall attach a photocopy of their latest valid Income Tax Certificate along with their tender.**
30. Tenders have to be submitted duly filled in and signed by authorized person in ink pen or ball pen. Tenders written in pencil or erased/over-written will not be considered.
31. The bidders shall not be at liberty to offer its 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.
32. The vendors should have not been blacklisted by any organization / Govt. Department. An affidavit in this respect required to be given by the tenderer.
33. The firm shall take prior permission from the undersigned for taking the machines 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 etc will be borne by the contractor.
34. Monthly servicing of these items or as and when asked for in emergent cases be got done by the experienced service engineer.
35. **Financial bid:-** For Quoting the rates for CAMC of 29 Photocopy Machines, the bidder shall give the total composite price and the price needs to be mentioned individually.





indicated against each Type/Make of the Photocopier Machines. The unit price quoted by the bidder shall be in sufficient detail to enable the DGCA to arrive at the price offered for each make. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc into account. **The price approved by the DGCA for award of AMC will be inclusive of all levies and taxes.**

36. Those bidders whose technical bids are found to be in order, financial bids of those successful technical bidder will only be considered for the further evaluation by the tender evaluation opening committee on the due date.
37. An agreement (2 copies) with the terms and conditions as laid down in this tender notice will be made on the non-judicial stamp paper worth Rs. 100/- to get the signed by the authorized signatory of the successful firm and authorized representative of DGCA to accept the terms and conditions.
38. Quotation for Technical Bids / Financial bids will be opened by tender opening committee which may be attended by the bidders.
39. The decision of the tender Committee will be final.

Deputy Director (Administration)  
**Office of the Directorate General of Civil Aviation.**

**ANNEXURE 'A'**

**Technical Bid Documents**

<b>Sl. No.</b>	<b>Documents Required</b>	<b>Submitted yes / no</b>
1	Application on company's letter head	
2	Copy of registration certificate	
3	Copy of PAN / GIR card	
4	Copy of GST registration certificate	
5	Copy of the similar work experience at least 3 years	
6	Original copy of EMD	
7	Photocopy of the Original Equipment Manufacturer (OEM) Certificate for maintenance of these Photocopier Machines	

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



**ANNEXURE 'B'****Schedule of quantity**

<b>Sl. No.</b>	<b>PHOTOCOPIER MACHINES MODEL NO.</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
1	IR2422L	08		
2	IR2022N	03		
3	IR2018N	03		
4	IR2420L	03		
5	IRADV8105	01		
6	IR2318L	02		
7	IR2320	05		
8	IR3245	01		
9	IR7105	01		
10	IR4225	02		
<b>Total Amount Rs.</b>				

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

Note: Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

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

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

## Annexure 'C'

### PARTICULARS OF EXPERIENCE

1. Name of the Agency :
3. Date of Establishment of the Agency :
4. Experience in the trade and :  
particulars of other contracts,  
if any.
5. Organisations with whom contract :  
held and terms/conditions thereof  
with supporting documents.
6. Monthly business turnover of the :  
agency for each contract mentioned  
against (4) above.

Date: .....

Signature and seal of Bidder

NB: Please note that non-submission of this form or submission of incomplete forms is liable to be made the tender invalid.

**Annexure 'D'**

**(On Company letter head)**

**UNDERTAKING**

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

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall provide Annual maintenance Contract for Photocopiers at DGCA Hqrs and C.E.O R.K Puram as per the requirement mentioned in tender document.
4. I/We do hereby undertake that we comply with all applicable statutory provisions and should ensure that we remain in compliance with all applicable statutory provisions during the currency of contract.

(Signature of the Bidder)

Name and Address of the Bidder

Telephone No.

## Annexure 'E'

### Directorate General of Civil Aviation

#### FORM OF AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_ day \_\_\_\_\_  
(Month) \_\_\_\_\_(Year) Between the President of India through  
\_\_\_\_\_ (Name and address of the Department)  
(hereinafter called "the Department" which expression shall, unless excluded  
by or repugnant to the context be deemed to include his successors in office  
and assigns) of the one part AND \_\_\_\_\_ (Name and  
address of the contractor) through Shri \_\_\_\_\_ , authorized  
representative (hereinafter called "the contractor" which expression shall,  
unless excluded by or repugnant to the context, be deemed to include his  
successors, heirs, executors, administrators, representatives and assigns) of  
the other part for providing AMC service for Photocopiers to the Directorate  
General of Civil Aviation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Notice Inviting Tender for Photocopier
  - b. Award of contract;
  - c. Terms and Conditions;
  - d. Scope of Work;
  - e. Addendums, if any; and
  - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute AMC service for Photocopiers w.e.f \_\_\_\_\_ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. \_\_\_\_\_  
( \_\_\_\_\_ Rupees in words)



5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

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

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

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

Name of the official  
Stamp/Seal of the Contractor

Name of the Officer  
Stamp/Seal of the Employer

By the said  
\_\_\_\_\_ Name  
on behalf of the Contractor in  
the presence of:

By the said  
\_\_\_\_\_ Name  
on behalf of the Employer in  
the presence of:

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Witness \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Telephone No: \_\_\_\_\_

\_\_\_\_\_  
Telephone No: \_\_\_\_\_

**Annexure 'F'**

**UNDERTAKING**

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on \_\_\_/\_\_\_/2018.

Place:

Signature of the Tenderer  
Name of the Signatory  
Date: \_\_\_/\_\_\_/2018  
Name of the Firm/agency  
Seal of the Firm/Agency

