

**No. 8-2/2018-GA**  
**Telecom Regulatory Authority of India**  
**General Administration Section**  
**Mahanagar Doorsanchar Bhawan**  
**Jawaharlal Nehru Marg, Near Zakir Hussain College**  
**New Delhi – 110 002**  
**(Visit us at [www.trai.gov.in](http://www.trai.gov.in))**

**B I D O C U M E N T**

**Tender for Hiring of Four Heavy duty Photocopier Machines in TRAI, New Delhi.**

- Issuing Officer : Telecom Regulatory Authority of India,  
Gen. Admn., Section, Mahanagar Doorsanchar Bhawan  
Jawahar Lal Nehru Marg, (Old Minto Road),  
New Delhi-110002
- Tender No. : 8-2/2018-Gen. Admn.
- Date of issue of Tender : 15 / 02 /2018
- Last Date of receipt of Tender: Up to 05 /03/2018 Time 15:00 hrs.
- Date of Opening of Tender : 05/03/2018, Time 15:30 hrs.  
(If the tender opening date is declared a holiday by Govt.  
of India then the tender shall be opened on next working  
day at same time.
- Tender Forms Available From: A complete set of Tender Documents can be downloaded  
from TRAI web site i.e.  
<http://www.trai.gov.in/content/Tender.aspx> and also  
From CPP Portal.
- Earnest Money Deposit : Rs. 4000/- only.
- Total Estimate Cost of work : Approximately Rs. 1,80,000/- only.

2. Sealed limited tenders are invited from reputed firms for **Hiring of Four Heavy duty Photocopier Machines in TRAI, New Delhi.**

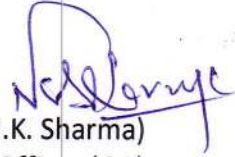
3. The bid should be submitted in a sealed cover envelope duly super-scribed "**Tender for Hiring of Four Heavy duty Photocopier Machines in TRAI, New Delhi.**"

4. Bidders are advised to go through the tender document carefully and understand various provisions contained therein along with their implications.



5. The Bidders shall have to deposit EMD of Rs. 4000/- (Rupees Four Thousand only) in the form of Demand Draft drawn on any scheduled bank in favour of "TRAI" payable at "New Delhi" along with the bid.

6. In case the prospective bidders need any clarification regarding any terms and conditions of the bid document, the bidder may seek clarification from the undersigned in person or telephonically before the last date of submission of tender.



(N.K. Sharma)

Sr. Research Officer (GA)

Phone No. 011-23664-141/142

## TERMS AND CONDITIONS OF TENDER

### 1. Introduction

Telecom Regulatory Authority of India (TRAI) invites sealed bids from reputed companies/firms for **Hiring of Four Heavy duty Photocopier Machine** in TRAI, New Delhi

### 2. Scope of work

The bidder is required to **Hiring of Four Heavy duty Photocopier Machine** in TRAI office, New Delhi as per the specifications and conditions specified in Annexure-I of this tender document.

### 3. Following documents must be submitted along with the Tender document failing which the tender will not be accepted:-

- 3.1 Tender document with all pages duly signed and embossed with official seal.
- 3.2 Demand Draft of Rs. 4000/- towards Earnest Money Deposit in favour of 'TRAI', payable at "New Delhi".
- 3.3 Proof of registration for Goods and Service Tax (GST) Certificate. A self-certificate shall be given in case the tenderer is not covered under GST.
- 3.4 Copies of minimum three works of similar nature during the last five years from the date of issue of Limited Tender Enquiry in Central & State Govt. offices/Public Sector Undertaking/MNC. In case of running contract, bidder should obtain the necessary certificate from Concerned Authority and attach with Limited Tender Enquiry.
- 3.5 Copy of PAN Card.
- 3.6 A self-certificate to the effect that the tenderer has not been blacklisted by Central/State Govt. Public Sector Units or its contracts have not been terminated on account of poor performance.

### 4. Instructions to bidders

- 4.1 A complete set of Tender documents can be downloaded from TRAI website i.e. [www.traigov.in](http://www.traigov.in) or from [cpp](http://cpp) free of cost.
- 4.2. The Tender documents should be submitted in sealed cover envelope duly superscripted as "Tender for **Hiring of Four Heavy duty Photocopier Machine** in TRAI office, New Delhi" and addressed to Senior Research Officer (GA) TRAI, 7<sup>th</sup> Floor, Mahanagar Doorsanchar Bhawan, Old Minto Road, Jawaharlal Nehru Marg, New Delhi-110002.



4.3. The tender duly completed in all respect must reach the designated address up to 1500 hrs on 05/03/2018 positively. Tenders received after 1500 hrs on 05/03/2018 will not be considered. The tender will be opened on same day at 15:30 hrs. If the tender opening date is declared a holiday by Govt. of India then the tender will be opened on next working day at same time and venue. The bidders or their authorized representatives may be present if they so desire.

**5. TRAI reserves the right to:-**

5.1 Accept or reject the bid without assigning any reasons.

5.2 Relax any tender conditions at any stage if considered necessary for the purpose of finalizing the contract in the interest of TRAI.

5.3 TRAI reserves the right to re-tender or modify the Terms and conditions of the tender.

5.4. Disqualify the tenderers, blacklisted by the Central Govt./ State Govt. offices/Public Sector Undertaking or whose contract have been terminated on account of poor performance.

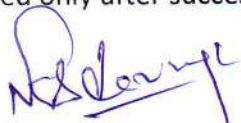
**6. EARNEST MONEY DEPOSIT (EMD)**

6.1 The tenderer will be required to deposit a sum of Rs. 4000/- (Rupees Four Thousand only) as earnest money along with completed tender documents. The earnest money is towards an undertaking by the tenderer that the tenderer will not back-out from 'his/her offer or modify the terms and conditions thereof in a manner not acceptable to TRAI. If the tenderer fail to observe or comply with the said stipulation, the entire EMD amount shall be liable to be forfeited by TRAI.

6.2 The deposit as referred to under para 6.1 above shall be made by Pay Order' or Demand Draft made in favour of TRAI payable at New Delhi and valid for a minimum period of three months after the date of issue.

**7. PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

7.1 The successful Tenderer whose rates are finally accepted must deposit an amount of 10% of the contract value for 12 months towards Security Deposit for performance guarantee under the contract within 15 days of issue of offer letter. The EMD amount deposited by the Tenderer will be refunded after signing of Agreement including that of successful bidder. The security deposit shall be deposited by Pay Order or Demand Draft made out in favour of TRAI payable at Delhi. If the Tenderer fails to observe or comply with the said stipulation, the amount of earnest money shall liable to be forfeited. No interest will be payable on the security deposit by this office and the security deposit will be returned only after successful completion of the contract period.



**8. Evaluation of Bids:**

- 8.1 Bids shall be opened on the day of opening at 1530 hrs in the presence of bidder's representatives, who wish to attend at their cost. The bidder's representatives, who are present will be required to put their sign in attendance register.
- 8.2 An evaluation committee consisting of officials from TRAI will evaluate the bids of all the bidders, both technically and commercially.
- 8.3 Conditional bids shall be summarily rejected.
- 8.4 The documents furnished by the bidder will be examined to see whether the qualifications and specific requirements including technical mentioned in this document are fulfilled.

**Criteria for Evaluation of Bid**

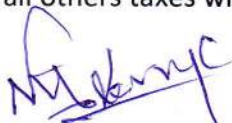
- 8.5 Bidders will be required to quote their rates per copy as per the schedule of rates as given in Annexure-II. L-1 will be decided on the basis of on overall cost workout on the basis of quantity indicated by TRAI in the SOR multiplied by the rate quoted by the firm. The rate must be quoted inclusive of all taxes.

**9. PERIOD OF CONTRACT**

- 9.1 At the initial stage, the contract shall be awarded for a period of two years from the date of commencement of agreement. TRAI will have discretion for extending it for further period of one or more years on mutually acceptable terms and conditions and rates at the sole discretion of TRAI.
- 9.2 It shall be obligatory on the part of the firm to continue to work at the same rates even beyond contracted period for at least 3 (three) months or till the new contract is finalized, whichever is earlier.

**10. PAYMENT CONDITION**

- 10.1 No advance payment will be made in any case.
- 10.2 Bills chargeable shall be paid after every month on actual reading of photocopy machine at the prices approved by the TRAI, if found in order. In case of any complaint of non-fulfillment or any obligation under the contract, the TRAI reserves the right to deduct the payment due from the firm from monthly bill(s).
- 10.3. The Firm will submit satisfactory service report for the billing period for the user of the machine with monthly bill. The payment shall be made through RTGS/NEFT.
- 10.4. TDS and all others taxes will be deducted as per applicable laws time to time.



## 11. Terms & Conditions

- 11.1 The Firm shall install four good working Heavy duty Photostat machine of approved models of reputed brands (Sharp/Canon/Xerox/Konica minolta). The machine provided by the firm shall not be more than two years old on the date of installation. Documents in this regard shall be provided to TRAI.
- 11.2 The firm shall ensure that the photocopier machine is free of any defects and is in perfect running condition before installation. The decision of the TRAI regarding the condition of the machine will be final.
- 11.3 The Authority shall be responsible for providing space to keep the photocopying machines and power supply only.
- 11.4 The Firm shall responsible for maintenance of the photocopy machines and replacement of its parts. The supply of consumables such as ink cartridge/toner/drum/fixing films etc. shall be the sole responsibility of the firm and the required consumables shall be provided by the firm as and when required by the TRAI for smooth functioning of the machine.
- 11.5 The Company shall carry out all preventive maintenance, attend breakdown, replacement of all type of spare parts (including plastic part)/damages, due to any reason free of cost.
- 11.6 In case the machine goes out of order or the quality of photocopy work is not found up to the mark or complete work is provided within given time, the TRAI shall be free to get the same done from market at firm's risk and cost which be recovered from its pending bills. Further, defected machine shall be repaired by the firm ***on same day***, however, in case the complaints are received in the evening the same will be attended on next day before Noon or be replaced with other machine in working condition, failing which a penalty of **Rs. 1000/- (Rupees One Thousand only) per day, per machine will be levied as fine and same will be deducted from monthly bill. Decision of the DA(GA) in this regard shall be final & binding to the firm.**
- 11.7 Further, in case of any deficiency in service, a penalty upto 10% of the total amount of the bill for the relevant period shall be imposed on the Company.
- 11.8 The machine once installed in the office premises of the Authority shall not be taken out without written permission of the authorized officer of the Authority.
- 11.9 Failure by the Firm to comply with any terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Authority. The security deposit/performance bank guarantee shall also be forfeited.
- 11.10 No request for revision of rates shall be entertained during the currency of the contract.



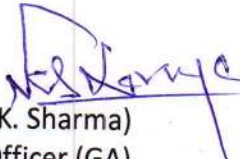
- 11.11 The Firm shall provide mobile phone/Landline Telephone Numbers of Engineers/Company for urgent communications. Person other than Company's authorized representative shall not be allowed to enter in the TRAI's premises.
- 11.12 The rates of per copy quoted by firm should include all kind of taxes/labour charges/ transportation/ installation charges etc.
- 11.22 The firm will provide its services to TRAI from Monday to Friday 9:30 AM to 6:00 PM on all working days. If requires, the Firm will also provide services after office hours/ holidays as and when required.

**12. Validity of offer**

The tenderer will be required to keep the offer open for a period of 90 (Ninety) days from the last date of submission of tender.

**13. Arbitration**

In the event to any dispute arising between TRAI and the firm in any matter or arising directly or indirectly, the matter shall be referred to the Advisor (Admn.), TRAI who may himself act as sole arbitrator or may nominate an officer of TRAI as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of TRAI as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

  
(N.K. Sharma)  
Sr. Research Officer (GA)

**ANNEXURE-I**

**"SCHEDULE OF RATES FOR PHOTOSTAT MACHINES AND SPECIFICATION"**

Make & Model of the Heavy duty photocopier Machines  (Sharp, Cannon, Xerox Konica minolta etc.)	Approximate Photocopy per Month  (A)	Rate per copy including GST (In Indian currency) (B)	Amount per month (AxB)  (C)	
<b>Monochrome multifunction machines with following specification</b>	25,000* copies			
Copy Print Speed Black & White:				35 cpm
Magnification Zoom:				50 - 200%
Media Sizes:				A4, A5, B-Oficio, B5, Executive, Foolscap, Legal, Letter,
Paper Capacity (Sheets):				250 Sheets
Functionality:				Copy, Print, Scan, set making, Duplex copying
<b>Total amount for 24 months</b>		<b>(C) x24</b>		

Note:- (i) L-1 will be decided on the basis of on overall cost.

\*(ii) Quantity taken in the schedule is tentative and may vary as per actual requirement.

(iii) The rates quoted shall include any taxes, transportation, & installation of the machines & nothing extra shall be paid.

**SIGNATURE OF THE TENDERER**  
With firm/ company seal



Name of Signatory \_\_\_\_\_  
Firm Name \_\_\_\_\_  
Address \_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone (Landline) \_\_\_\_\_  
Mobile \_\_\_\_\_  
E-Mail Address \_\_\_\_\_