

### राष्ट्रीय मानव अधिकार आयोग

National Human Rights Commission Manav Adhikar Bhawan, C-Block, GPO Complex, INA, New Delhi–110023 INDIA Fax : 91-011-24651329 E-mail : nhrcga@nic.in Website : www.nhrc.nic.in

#### eFile No.G-20012/1/2021-GA

## Dated: 10<sup>th</sup> February, 2022

# Last Date For Submission of Tender is 28th February, 2022 upto 5PM

#### NOTICE INVITING TENDER

## FOR AWARDING CONTRACT FOR HIRING OF BLACK & WHITE HEAVY DUTY AND LIGHT DUTY PHOTOCOPIERS

The National Human Rights Commission is interested to hire **04 black & white heavy duty and 26 light duty photocopiers** for a period of one year for its different Sections/Divisions at Manav Adhikar Bhawan & residence(s) of Chairperson/Members @New Delhi. <u>The actual number of photocopy machines required may vary depending on</u> <u>the requirement at a particular point of time</u>. Any inquiry regarding aforesaid matter can be made from Section Officer (GA), (Telephone No.24663399) on any working day between 10:30 AM to 05:00 PM.

2. The interested firms may submit bids/quotations {in the form of two bid system viz. Technical Bid (accompanied by EMD of Rs.20,000/-) and Financial Bid in sealed envelope superscribed in Bold Letter as "Quotation for Annual Contract of hiring of Photocopiers" and addressed to the Deputy Secretary, National Human Rights Commission, Block-C, GPO Complex, New Delhi- 110023. The <u>bids/quotations</u> accompanied must be dropped in the Tender Box placed at reception, Manav Adhikar Bhawan, Block-C, G.P.O. Complex, INA, New Delhi latest by 28.02.2022 as per the instructions given in this tender notice.

(i) The terms and conditions, which are given below, may be gone through thoroughly and ensure to make a specific mention in your quotation to that effect that the terms and conditions are acceptable to you, in full.

(ii) The tenderers are expected to examine all the instructions, Proforma's terms and conditions and specifications in the tender documents. Failing to furnish all information required by the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender/bid.

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## I. Black & White Heavy Duty Photocopiers

a. The Commission requires **four (04) black & white heavy-duty** photocopiers with LAN facility (the requirement may increased or decreased at any time) for which the contracted firm will have to bear the cost for maintenance, parts of photocopy machines, toner, and stationery etc. The Commission will also require <u>one operator for each heavy duty machine</u> and the expenses involved on their engagement would be borne by the contracted firm <u>only</u>. The firms would require to quote separately for single side and both sides per page copy charges. The speed (in CPM), specifications and make & model of the photocopy machine to be provided by the firm must be indicated categorically in the Technical Bid in the proforma attached at Annexure–III.

b. The contracted firm would require to maintain daily record of number of copies done in separate registers for every photocopy machines and submit the bills every month after getting the entries made in the registers verified by the concerned Incharge of the Sections/ Divisions of the Commission. The firm will also maintain record of duly signed requisition slips received by them.

#### II. Light Duty Photocopiers

The Commission requires around **Twenty Six (26) Light Duty Photocopiers with LAN facility** (the requirement may increased or decreased at any time) for which the contracted firm should bear the cost for maintenance, parts of photocopy machines and toner only. <u>No</u> <u>operator is required for light duty photocopiers</u>. The Commission would pay only monthly rent in respect of light duty photocopy machine. Hence, the bidding firms should quote only monthly rent of each light duty photocopy machine. The monthly rent of each light duty **photocopy machine should be equal.** The speed (in CPM), specifications and make & model of the photocopy machine to be provided by the firm must be indicated categorically in the Technical Bid in the proforma at Annexure–III.

#### **GENERAL INSTRUCTIONS (BIDS)**

#### **TECHNICAL BID**

*i)* The Technical Bid must contain information/documents as prescribed in the Annexure-II which may be kept in the Technical Bid envelope;

*ii)* The Annexure-II duly filled up and signed by the authorised signatory of the bidding firm should be kept in the Technical Bid envelope alongwith other documents/information prescribed in this tender notice;

*iii)* The bidders must furnish a copy of the Registration Certificate/ License or other document as proof their experience in the field;

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*iv)* The bidder must furnish list of clients in Supreme Court, High Court, Govt, Semi Govt. sectors with address, name of contact person, contact numbers where they have annual contract for providing photocopy machines on hiring basis alongwith documentary evidence;

v) The bidding firm should not have been **blacklisted** by any Government/ Semi-Govt Department. The bidder should furnish a self **Certificate** to the effect that any Govt./Semi Department/office has not blacklisted their firm/agency;

vi) The bidding firm must have GST and PAN Number (copies of the certificates/card should be furnished as a proof);

vii) An earnest money deposit **(EMD)** of **Rs.20,000/**- to be furnished in the form of Bank Draft /Bankers' cheque drawn in favour of **'National Human Rights Commission, New Delhi'** along with the 'Technical Bid'. The EMD of unsuccessful Bidders shall be refunded after award of contract to successful bidder;

viii) The specifications, make, model, speed (in CPM) and age (date of purchase by the firm) of the photocopy machines offered by the firm along with their brochures should be furnished with Technical Bid. This information must be given separately for each photocopy machine i.e. both Heavy Duty and Light Duty photocopy machines as per Annexure-III;

*ix)* The bidding firm must be having Annual Turnover of Rs.1.5 Crore or more in each of the last three financial years. The bidder should furnish copies of IT Returns Certificate alongwith copies of the Audited Accounts for the last three years. .

#### FINANCIAL BID :

i) The bidder shall quote/ indicate the rates (In Indian Rupees) offered by it in the "Proforma for Financial Bid" attached with this Notice/letter at Annexure-I and put the same in a sealed cover marked as **Financial Bid**. This bid shall indicate the price offer being made by the tenderer.

*ii)* The bidder must quote item-wise rate separately for each item in the proforma enclosed herewith as **Annexure-I** failing which bid may be rejected;

*iii)* The Commission reserves the right to exclude/ include any of the items mentioned in the proforma from the contract;

iv) The Technical Bid and Financial Bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed in bold letters as "Quotation for Annual Contract of hiring of Photocopiers";

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v) The Technical Bids would be opened in the first instance and evaluated by a committee and only the technically acceptable bids would be considered further;

vi) The bids/quotations received after due date and time will not be accepted;

vii) The bids / quotations received without EMD will not be entertained;

viii) The EMD of unsuccessful Bidders shall be refunded after award of contract to the successful bidder;

ix) Taxes, levies and any other charges should be indicated separately; and

x) The Commission reserves the right to reject any bid/quotation without assigning any reason.

3. The terms and conditions of the contract are as follows. The bidders are requested to ensure to make a specific mention in their quotation to the effect that the terms and conditions are acceptable to them, **in full**.

## A. TERMS AND CONDITIONS OF THE CONTRACT (HEAVY DUTY AND LIGHT DUTY MACHINE)

#### I. BLACK & WHITE HEAVY DUTY

a) The photocopiers would be provided by the firm on <u>rate per page copy</u> basis. The rate per page copy should <u>specify the rates for single side and both sides respectively</u>. The cost for supply of stationery viz., good quality paper (for photocopying), toner etc., will be borne by the contracted firm. If the quality of paper is not being maintained by the vendor, the contract may be reviewed even before expiry of the contractual period.

b) Manpower to operate photocopiers and the expenditure incurred on their engagement will be borne by the contracted firm;

c) The manpower may be posted in Manav Adhikar Bhawan or any other premises of the NHRC as and when required. The manpower shall be required to attend to their duty from 9.30 a.m. to 6.00 p.m. and beyond till close of office, as and when required depending on the exigencies of work. They shall also be required to attend office on Weekdays (Mondays to Fridays), Saturdays, Sundays and holidays as and when required. The contracting firm shall have to provide all the required manpower on all days and make arrangement for alternate manpower in case the regularly posted staff is absent for whatever reason;

d) The Commission will only provide space to place the machine and power supply to run it; and

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e) In case any of the machines goes out of order, it should be repaired by the contracted firm within 24 hours or be replaced with another machine, failing which a penalty of Rs.2,000/- per day will be imposed. However it is expected that the contracted firm shall arrange to provide alternate arrangements during breakdown of regular photocopier machines.

#### II. LIGHT DUTY PHOTOCOPIERS:

a) The photocopiers would be provided by the firm on monthly rent basis.

b) The maintenance of the machines will be done by the contracted firm.

c) While the Commission will engage its own manpower to operate the machines and supply the stationery viz., photocopier papers, <u>Toner for the machines will be supplied by</u> <u>the contracted firm.</u>

e) The Commission will provide space for installation and power supply to run the machines.

#### B. TERMS AND CONDITIONS OF THE CONTRACT (GENERAL)

# a) Photocopier should have facility to connect with network. Photocopier should have duplex printing option.

b) The actual number of photocopy machines required may vary depending on the requirement at a particular point of time. In case of any addition or deletion of item, the same will be done on pro-rata basis and payment will be made accordingly.

c) The quotations / bids which are not in conformity with the instructions contained in this notice/letter are liable to be rejected. However, in any case the Commission reserves the right to reject any or all bids / quotations without assigning any reason. The decision of the Commission shall be final and binding on the firm;

d) The photocopier machines to be provided by the successful bidder should be of good quality and renowned brand. The machines should either be new or not more than one year old;

e) The firm must ensure that all the photocopier machines (both heavy duty & light duty) are free of defects and in top quality working condition, before installation and also during the entire period they are in use in the Commission's premises. Once installed, no machine shall be replaced / taken out without written permission of the undersigned or authorised officer;

f) In case any of the machines goes out of order, it should be repaired by the contracted firm within 24 hours or be replaced with another machine, failing which a penalty of Rs 2,000/- per machine per day will be imposed;

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g) The paper used for photocopy should be of 75 GSM of reputed brand like JK Copier, Century, TNPL, BILT Copy Power and Modi Xerox. If the quality of paper is not being maintained by the vendor, the contract may be reviewed to have any effect even before expiry of the contractual period.

h) If the requirement of photocopiers increases during the currency of contract, the firm should be in position to supply/install the photocopiers within five days from the date of receipt of order;

*i)* The contracted firm will be fully responsible for maintaining the photocopy machines and replacement of its parts etc.;

j) The AMC shall be awarded for a period of 12 months from the date of commencement of the contract, which may be extended further on mutual consent on the basis of satisfactory performance of the firm, upto 03 years normally; However, the Commission reserves the right to terminate the AMC by giving one month's notice without assigning any reasons or to entrust the job to any other firm / party at the risk / expense of the defaulting contractor;

k) The contracted firm shall bear full responsibility for the manpower supplied by them. The manpower supplied should be above 18 years of age on the date of initiation of contract, be free of any criminal record and bearing a good moral character. The firm shall supply their full details (viz. name, local Delhi address, permanent home town address) including two copies of passport size photographs. Copy of Adhar card/ voter ID card/ PAN Card / Passport on their official letter head to enable their manpower to be eligible for issue of NHRC Identity Card to enter the Commission's premises. The same documents shall also be supplied for ID card to be issued in respect of firm's mechanics / engineers / representatives.

I) The Contracted firm should ensure that the workers engaged are paid an amount not less than the minimum wages as per laws through Cheque/ECS and all the relevant rules and regulations pertains to payment of minimum wages, employee state insurance, payment of bonus & provident fund contribution etc, as per laws are followed invariably.

m) The Contractor shall maintain proper log register for each machine mentioning date-wise start & end reading. This may be countersigned by the officer-in Charge of user section and submitted with monthly bill. The contract shall also maintain register for recording of complaints and record register for addressing the issue of non-functioning of photocopier machines.

n) The firm shall depute at least one person as the **Customer Relations Executive** who shall be responsible for their liaison and business relations with NHRC. The phone number and mobile phone number of such person shall be provided to enable the office to interact with him / her at all times. He / she shall ensure that all complaints relating to photocopy machines are promptly attended to and the monthly bills of each month are prepared,

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checked and presented to the office by the 10<sup>th</sup> of each succeeding month. For this purpose it is expected from them to maintain close liaison with the firm's other staff and keep accurate records / registers etc., of the work done for proof of the amounts claimed.

o) The office shall make payment within a period of 30 days from date of presentation of bill in the G.A. Section. The Customer Relations Executive / Representative of the firm shall ensure that the bills are received properly in the G.A. Section.

*p)* The contracted firm must install the photocopy machines <u>within a week's</u> time from the date of award of contract;

*q)* Rates once quoted and accepted by the Commission, shall be final and binding on the firm and shall be valid for the entire period contract;

r) Compensation and connected expenses, what-so-ever, in case of any casualty (unforeseen) shall be the liability of the firm and borne/paid by the firm;

s) The Commission will deduct TDS u/s 194c of the IT Act, 1961; and

t) The Contracted firm has to ensure that it fulfils all the requirements as per tax laws and other laws applicable to his firm/business. The Commission will not be liable for any violation of any laws / rules & regulations on the part of the contractor and his firm;

4. The successful bidder will have to give Performance Guarantee/Security @3% of approximate annual contract value in the shape of FD or Bank Guarantee from a Nationalized Bank for the period of contract. Security Money will be forfeited if the firm breaks any of the terms and conditions of our tender enquiry and if it is found at any time contract period that services provided during the by the firm are poor/deficient/unsatisfactory. The decision of the NHRC in this regard shall be final and binding on the firm. The Security Money shall ordinarily be released within 90 days of the end of contract.

Yours faithfully,

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(Sanjay Kumar) Deputy Secretary 24663245

Encl. - Annexure-I, II & III

Copy to : Notice Board

S. No.	Specification (Make & Model) of Machine	Type (Heavy Duty / Light Duty)	Age (Date of Purchase) of Machine	Speed (in CPM)

## DETAILS / DESCRIPTION OF THE MACHINES TO BE INSTALLED (To be kept in Technical Bid Envelope)

(To be signed by the Authorized Signatory of the Firm/Agency with Name and Stamp)

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# DECLARATION ( to be kept in Technical Bid Envelope )

M/s \_\_\_\_\_

(Name, address, Landline and Mobile Nos. of the bidding firm / agency firm/agency):-

5.No.	Documents kept in the 'Technical Bid' envelope	Whether enclosed (The firm would write YES or NO in the respective columns)		
1.	Earnest Money Deposit of Rs.20,000/- in the form of Bank			
	Draft / Bankers' cheque drawn in favour of 'National Human			
	Rights Commission' along with the 'Technical Bid'.			
2.	Copy of Registration/License			
3.	Proof of having AMC in Govt/Semi Govt offices			
4.	Experience - List of Clients in Supreme Court, High Court,			
	Govt./Semi Government with address, name of contact			
	person and contact numbers.			
5.	The details regarding specification, make & model and age			
	(date of purchase by the firm) of the photocopy machines			
	offered by the firm along with their brochures separately for			
	each photocopy machine i.e. both Heavy Duty and Light Duty			
	photocopy machines are given.			
	(to be enclosed separately as per Annexure-III with Technical			
	Bid)			
	Sample of Photocopy Paper to be used for photocopy work			
	(75 GSM Paper of reputed brand like JK Copier, Century,			
	TNPL, BILT Copy Power, Modi Xerox) - to be enclosed with			
7	Technical Bid indicating specification, brand name )			
7.	Details GST (with documentary evidence)			
8.	Copy of PAN (with documentary evidence)			
9.	The bidder should furnish copies of IT Returns Certificate			
	alongwith copies of the Audited Accounts for the last three			
	years.			
	(Annual Turnover should be Rs.1.5 Crore or more).			
10.				
	regulations as per the Wages Act for minimum wages to be			
	paid to the workers engaged including other general rules &			
11	regulations.			
11.	Whether Duplex & LAN facility available in machines			

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1. It is certified that our firm has never been blacklisted by any Govt / Semi Govt Deptt / office.

2. It is hereby also declared that the Terms & Conditions of the NHRC's NIT No. **G-20012/1/2021-GA** dated Feb, 2022 are fully acceptable to this Firm / Agency.

(To be signed by the Authorised Signatory of the Firm/Agency with Name and Stamp)

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Annexure – I

# PROFORM FOR QUOTATION / FINANCIAL BID ( To be kept in Financial Bid Envelope )

I.	Black & White Heavy Duty Photocopier (With LAN Facility)	Rate Per Page copy (In Rs)
a.	Single Side copy	
b.	Both Side Copy	
п.	Black & White Light Duty Photocopier (With LAN Facility)	
а.	Monthly Rent	
b.	Free Copies (per month)	
с.	Per copy rate beyond free copies	
III.	Rate of GST as applicable	

(To be signed by the Authorised Signatory of the Firm/Agency with Name and Stamp)

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