

INVITATION OF TENDER FOR SUPPLY OF TONER/INK CARTRIDGES

To,

Sub: Invitation of Tender for Toner/Ink Cartridges.

Dear Sir,

1. The project coordinator, PCU, UPDASP (hereinafter referred to as the Purchaser) invites sealed bids from eligible bidders for the supply of Toner/Ink Cartridges under following schedule:-

Schedule No.	Description of the Goods	Requirement Items	Place
II	Supply of Toner/Ink Cartridges	As per Annexure 'A'	Project Coordination Unit, UPDASP, B1-B2, Blocks, 4 th Floor, PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow.

Note : Only those bidder(s) are invited whose firm has been existing in Lucknow.

2. You are invited to submit your most competitive rates for the items.

3. Eligibility Criteria:

The firm should be income tax payee and registered with the relevant revenue authorities and having at least 03 yrs. of experience in the field. The tendering firm will have to give a declaration to the effect. The annual turnover of the firm must not be less than Rs. 5 lac p.a for each schedule.

4. Bid Price

- The Bidder must submit rate for each item separately in Annexure 'A'. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- All duties, taxes and other levies inclusive of transportation charges payable by the contractor under the contract shall be included in the rates quoted by the firm.
- The rate quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

5. Each tenderer shall submit only one tender and has to offer one rate per item only.

6. Validity of tender

The tender shall remain valid for a period not less than 60 days after the deadline date specified for submission of tender.

7. Evaluation of tender

The tender must be in two parts for each schedule e.g. (1) Technical Bid (2) Financial Bid. Both sealed bids must be kept in a separate sealed envelope that should be super scribed "Bid for supply of".

a) Technical bid must contain :-

- Copy of the registration of the firm.

- ii. Papers that indicate that the firm deals in similar items & the proof thereof in terms of purchase orders/supplies made therein (At least last three years).
- iii. The tendering firms will have to give a declaration to the effect that they have not been Black listed or their business dealings with the Government bodies have not been banned.
- iv. Earnest money as specified under point no-13 of the document.
- v. Copy of income tax return for last 3 yrs.
- vi. Copy of balance sheet in support of the turnover (Last three years).
- vii. PAN/TAN no. of the firm.
- viii. They are legally authorized to provide for the items for which rates have been quoted.
- ix. All documents are properly signed.

Note: The Tender document should be numbered & the place (serial number) of the desired document(s) to be indicated where they can be found. The financial bid of short-listed firm(s) will be opened only when firm qualifies in the Technical bid.

b) Financial Bid:

The purchaser will evaluate and compare the tenders, separately determined to be substantially responsive i.e which are:

- i. Lowest.
- ii. properly signed.
- iii. Conform to the terms and conditions of the Tender Document.

8 Award of Contract

Contract will be awarded to the tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price. The successful tenderer will have to sign a contract within 15 days of issuance of notification of award to supply the goods at the quoted price during the contract period. No upward revision in prices shall be allowed during the period of rate contract.

8.1 Notwithstanding the above, the Purchaser reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of contract without assigning reason whatsoever.

8.2 The bidder whose tender is accepted will be notified of the award of contract by the Purchaser prior to expiration of the tender validity period.

9 Payment

Payment shall be made within 15 days after submission of bill and its verification form the officer concerned.

10 Warranty/Guarantee

Normal commercial warranty/guarantee as given by the manufacturer shall be applicable to the supplied goods.

The supplier shall guarantee that the stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender enquiry. If the said stores/goods/ articles be discovered that they do not conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the supplier and the purchaser shall be entitled to call upon the supplier to rectify the goods/stores/articles or such portion thereof as is found to be defective by the

purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the supplier and in such an event, the abovementioned warranty period shall apply to the goods/stores/ articles rectified from the date of rectification thereof. In case of failure of the supplier to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the supplier for such defective stores.

11 Cost of tendering

The bidder shall bear all costs associated with the preparation and submission of its tender, and the Project Coordinator, PCU, UPDASP hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

12 Delivery schedule

- 12.1 The goods must be delivered within 3 days' time from the date of receipt of the purchase order.
- 12.2 The supplier will be responsible till the entire stores contracted for/ordered, arrive in good condition at the destination

13 Earnest Money

13.1 The tenderers shall have to furnish as part of his tender an earnest money in amount of **Rs. 10000/-** valid for 3 months in favour of **Project Coordinator, PCU, UPDASP payable at Lucknow** in the form of **Bank Draft/Banker's Cheque/FDR of a Nationalized Bank**. The tender submitted without the earnest money will be rejected as non-responsive.

13.2 The earnest money may be forfeited :

- (a) If a tenderer withdraws its tender during the period of tender validity specified in clause-6 of tender document.
- (b) In case of a successful tenderer, if the tenderer fails:
 - (i) To sign the Contract within 15 days of issuance of notification of award.
 - (ii) To furnish performance security within 15 days in accordance with notification of award, valid for 15 months.

13.3 Unsuccessful tenderer's earnest money will be discharged/returned as promptly as possible but not later than 30 days after expiration of the period of tender validity prescribed by the purchaser.

13.4 The successful tenderer's earnest money will be discharged upon signing the Contract and submission of performance security as indicated under clause-14 of the Contract.

14 Performance security

14.1 Within 15 days of the receipt of notification of award from the Purchaser, the successful tenderer shall furnish the Performance Security for **Rs. 10000/-** valid for 15 months, favouring **Project Coordinator, DASP payable at Lucknow** in the form of **Bank Guarantee (As per annexure-B)/FDR, Banker's Cheque/Demand Draft of a Nationalized bank**.

14.2 Failure of the successful tenderer to satisfactorily provide the services shall constitute sufficient ground for the cancellation of contract and forfeiture of the Performance Security.

15 The agreement will be upto 31-03-2018 or upto the continuance of the project whichever is earlier. Contract period may be extended for further one year/subsequent years' depending upon requirements with mutual agreement.

16. The Purchaser reserves the right to terminate supply of goods at any time without assigning any reasons and the supplier cannot claim any compensation in this respect.
- 17 **Arbitration-**That all disputes and differences whatsoever which shall arise between the parties, during the continuance of the Contract or afterwards, touching any clause or matter herein contained or the rights, duties and liabilities of either party in connection therewith, shall be referred to the sole arbitration of the Project Coordinator, UPDASP & his decision in this regard will be final & binding upon both the parties.
That the Agreement together with the enclosures herein will constitute the entire binding Contract between both the parties. However, if both the parties feel any necessity to modify or add any condition even at a later point of time, during the period of this agreement, the same would be deemed as a part of this Agreement and be binding upon both the parties.
18. We look forward to receive your tender and thank you for your interest in this project.
- 19 You are requested to provide your offer latest by *14:00 hours on 24-03-2017*
- 20 Late/ delayed tenders received at our end due to any reason whatsoever will not be accepted under any circumstances.

**Project Coordinator,
Project Coordination Unit, UPDASP,
B1-B2, Blocks, 4th Floor,
PICUP Bhawan, VibhutiKhand,
Gomti Nagar, Lucknow- 226 010**

Encl:

1. TENDER NOTICE
2. TENDER FORM
3. FORMAT OF TONER/INK CARTRIDGE: Annexure-A
4. GENERAL INSTRUCTIONS
5. IMPORTANT INFORMATION
6. BANK GUARANTEE FORMAT: Annexure-B

TENDER FORM

**Project Coordinator,
Project Coordination Unit, UPDASP, B1-B2, Blocks, 4rth Floor,
PICUP Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226 010**

Dear sir:

Having examined the Tender Documents for supply of Toner/Ink Cartridges the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver the Goods in conformity with the said tender document in accordance with the format of tender herewith and made part of this tender.

We undertake, to deliver the goods in accordance with the delivery schedule specified in the tender documents if our tender is accepted.

We agree to abide by this tender for a period of sixty (60) days after the date fixed for tender opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of, 2017

(signature)

Duly authorized to sign tender for and on behalf of the firm

SIGNATURE OF THE TENDERING FIRM WITH SEAL

NAME OF THE AUTHORIZED SIGNATORY:

(IN BLOCK LETTERS)

CAPACITY/POSITION IN COMPANY:

IN WHICH TENDER IS SIGNED

COMPLETE POSTAL ADDRESS OF COMPANY:

PIN CODE:

TELEPHONE Nos. : LANDLINE/ MOBILE / FAX NO.

List for Toner/Ink Cartridge

S.No.	Description	Name of Toner Cartridge/Ink Cartridge	Unit Rate (In Rs.)
A)	Toner/Ink Cartridge		
1	HP Laser Jet Printer-P1108/1007/M1136	88A	
2	HP Laser Printer-1010	2612A	
3	HP colour Laser Printer CP1515n	CB540	
		CB541	
		CB542	
		CB543	
4	HP Colour Laser Printer CP1025 cartridges	Series CE 310A	
		Series CE 311A	
		SeriesCE312A	
		SeriesCE313A	
5	HP Colour Printer	934 Black	
		935 Cyan	
		935 Magenta	
		935 Yellow	
6	HP Office jet Pro 6330e All-in-one Printer	934xl Black	
		935xl Cyan	
		935xl Magenta	
		935xl Yellow	
7	HP Office jet 8610	950xl Black	
		950xl Cyan	
		950xl Magenta	
		950xl Yellow	
8	Printer Cartridge CE 278A/78A	CE 278A/78A	
9	Canon Fax Machine-JX210P	PG40	
10	Samsung ML 2010	Samsung ML 2010	
11	Canon Photocopier-IR2525	NPG51	
12	Sharp Photocopier-AR5731	--	

B)	Other Computer Consumables:		
1	C.D. Spindle Set (Set of 100 Nos.)	Moser Baer/Amkette	
2	DVD Spindle Set (set of 100 Nos.)	Moser Baer/Amkette	
3	Pen Drive 16 GB	Kingston/Moser Baer	
4	Pen Drive 8 GB	Kingston/Moser Baer	
5	Key Board (Optical/PS2)	Amkette/Samsung	
6	Mouse Pad	Amkette/Moser Baer	
7	Scroll Mouse (Optical/PS2)	Logitech/Amkette	
8	1 TB External Hard disk	HP	
9	Wireless Mouse & Keyboard (combo)	HP	
10	Total Security latest version Antivirus (1 user pack)	Quick Heal	
11	Total Security latest version Antivirus (10 user pack)	Quick Heal	

We agree to supply of Toner/ink cartridge with other computer consumable items in accordance with the requirement as above.

Signature of Supplier

Place:

Date:

GENERAL INSTRUCTIONS

1. The Annual Rate Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' and other relevant instructions as contained in this Tender Document & the annexures therein.
2. The prices/rates quoted should be indicated in words as well as in figures.
3. Tenderers are requested to quote their prices on a firm & fixed basis only for the entire period of the Rate Contract. Tenders of the firms received with prices quoted on variable basis shall be rejected straightaway.
4. Tenders qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
5. Tenderers are requested to enclose a copy of their valid certificate of PAN No., TAN No, Service Tax No. with their tender.
6. Tenders received without Tender Fee, EMD amount by way of FDR/Banker's Cheque/Demand Draft of a Nationalized bank will not be considered at all.
7. Tenderers may note that if the date of tender opening given in this Tender Document is declared to be a holiday, the tender shall be opened on the next working day at the same time.
8. Late/delayed tenders received at PCU, UPDASP due to any reason whatsoever will not be accepted under any circumstances.
9. Tendering firms are at liberty to be present or authorize a representative to be present at the opening of the tender at the time and date as specified in the Schedule. The name and address of the representative authorized to attend the opening of the tender on behalf of a tendering firm should be indicated in the tender. The representative so deputed should also bring with him a letter of authority from the firm for having been authorized to be present at the time of opening of tender. The name and address of permanent representative of the firm, if any, should also be indicated in the tender.
10. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the tenderers or outsiders shall not be allowed to attend the tender opening process.
11. Authorized Signatory/ Signing of Tender:
Individual signing the tender or other documents connected with contract must specify the capacity in which the tender documents are signed as:
 - a.) a 'sole proprietor' of the concern or constituted attorney of such sole proprietor;
 - b.) a partner of the firm, if it be a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
12. The tenderers should sign on each page of the tender and all its Annexures. (NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.)

Signatures of the bidders

IMPORTANT INFORMATION

1. PURCHASER: PCU, UPDASP.

2. CONSIGNEE: Manager (Administration & Personnel).

3. PERIOD OF CONTRACT: One year from the date of conclusion of Rate Contract. Contract period may be extended for further one year depending upon requirements with mutual agreement.

4. FIRM & FIXED RATES: Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration.

5. NON TRANSFERABILITY: This tender is non-transferable.

6. TERMS & CONDITIONS: Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected at the discretion of this Authority.

No guarantee can be given as to the minimum or actual service usage.

7. EARNEST MONEY: The tenderers shall have to furnish as part of his tender, an earnest money in amount of Rs. 10000/- valid for 3 months in favour of Project Coordinator, PCU, UPDASP payable at Lucknow in the form of Bank draft/Banker's Cheque/FDR of a Nationalized Bank. Offers received without the earnest money will not be considered under any circumstances and shall be treated as non-responsive and rejected straightaway.

EMD is refundable without any interest to the firm or supplier on expiry/termination of empanelment and the EMD of the unsuccessful bidder will be returned within one month from the date of selection of final bidder.

Note: - Contract agreement is to be signed at PCU, UPDASP. Contract agreement by post shall not be entertained.

SIGNATURE OF THE BIDDER

Bank Guarantee format for Performance Security

To,

WHEREAS (name and address of the supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no dated to supply (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 bank recognised 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 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 there under 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 authorised officer of the Bank)

.....
Name and designation of the officer

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