

AMBEDKAR UNIVERSITY DELHI

TENDER DOCUMENT

FOR

SUPPLY OF TONERS/ CARTRIDGES

TO

AMBEDKAR UNIVERSITY DELHI

ON RATE CONTRACT BASIS



No. AUD/1-10(116)/2014-15/Misc-Toner & Cartridges

20 January, 2015

To,

Subject: Notice Inviting Tender for bid for supplying Toners/ Cartridges to Ambedkar University Delhi on rate contract basis

Ambedkar University Delhi (AUD) invites sealed quotations from competent & reputed manufacturers/ authorized distributors/ dealers for supplying Toners/ Cartridges on rate contract basis. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 so as to reach us on or before 11-02-2015 up to 3.00 pm, duly super scribing the work i.e. “**Technical Bid for supplying Toners/ Cartridges to Ambedkar University Delhi on rate contract basis**” and “**Financial Bid for supplying Toners/ Cartridges to Ambedkar University Delhi on rate contract basis**” on top of the cover. Technical Bid will be opened on 11.02.2015 at 03:30 p.m.

Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

Deputy Registrar (Admin)

Copy forwarded for information to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Director (IT Services), Ambedkar University Delhi

Terms & Conditions

1. The invitation is open for competent & reputed manufacturers/ authorized distributors/ dealers for the supply of Toners/ Cartridges on one year rate contract basis.
2. The supplier should have at least 03 years experience in supplying toner/ cartridges to a government/ PSU organization. The firm should be located in Delhi NCR.
3. The quantities of items have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement.

4. Bid Security/Earnest Money Deposit (EMD)

(a) EMD of Rs 36,000/- (Thirty Six Thousand Only) in the form of demand draft/ banker's cheque from any of the scheduled banks drawn in favour of "Registrar, Ambedkar University Delhi" shall accompany the technical bid.

(b) A bid received without Bid security (EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.

(c) The Bid security of the unsuccessful bidder will be discharged/ returned to them after finalization and award of the contract without any interest.

(d) The bid security may be forfeited:

- I. If a bidder withdraws his bid during the period of bid validity specified in the bid document;
- II. In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

5. Performance Security Deposit (PSD)

(a) PSD @ 5% of estimated annual order value of the contract will have to be made within 10 days of receipt of the communication of the selection of the bid.

(b) PSD shall be in the form of Demand Draft/ Bank Guarantee payable to Registrar, Ambedkar University Delhi.

(c) The PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.

(d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

6. Documents/ Certificates

The Tendering firms/ agencies are required to submit the photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

(a) Registration certificate as per existing norms (indicating the legal status—company/partnership firm/proprietorship concern, etc.).

(b) Copy of CST/ VAT/ TIN Registration Certificates.

(c) Copy of PAN Card.

(d) Copies of Income Tax Returns filed for last 3 financial years.

(e) Proof of experience in supplying toner/ cartridges to at least one Deptt./ Ministry of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU) (a copy each of at least one order received during each of last 3 years has to be attached).

(f) Audited Profit & Loss Account Statements for the last 3 financial years.

(g) Declaration regarding blacklisting or otherwise.

7. Mode of submission of Tenders and last date

The tender bids, complete in all respects, should be submitted in the prescribed form along with supporting documents in a sealed envelope addressed to the Registrar, Ambedkar University Delhi Lothian Road, Kashmere Gate, Delhi-110006 on or before 11-02-2015 up to 3.00 pm. The Technical & Financial bids should be submitted in separate envelopes.

8. Signing of the bids

(a) The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.

(b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.

(c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

9. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

10. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

11. No withdrawal after submission of bids

No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm is liable to be forfeited.

12. Non acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

13. Rates/ Prices

(a) The rates should be quoted in Indian Rupees only in words as well as in figures. Excise duty, sales tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details, such bids will summarily be rejected.

(b) Rates should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained during the period of contract.

(c) If there is any downward revision or decreasing in prices or taxes, the firm will intimate AUD regarding change in prices and pass on the benefit to the University, failing which the rate contract may be cancelled.

(d) Rates should be quoted for free delivery at the store of Ambedkar University Delhi.

14. Penalty

(a) It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the University may impose penalty.

(b) If the Bidder/ firm stops the supply without completing it, the University may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

15. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Vice Chancellor, Ambedkar University Delhi.

16. Purchaser's Rights

(a) AUD reserves the right to accept/ reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.

(b) AUD reserves the right to award the tender to more than one Bidder.

(c) AUD reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

(d) AUD reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.

(e) If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/ PSD shall be forfeited.

(f) All the items mentioned in the list should be genuine and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned/ replaced and the AUD will not be responsible for any loss to the concerned supplier for such supply.

(g) If the supplier is not able to supply the original items, appropriate action may be taken against the firm i.e. Imposition of penalty, cancellation of contract or forfeiture of EMD with the contract including blacklisting the firm. The firm will also be liable for any damage caused to the printer/ equipment by spurious toner cartridge supplied.

(h) If the services of firm are found unsatisfactory or it is not able to supply the goods within specified timeframe, the job will be entrusted to any other firm/ supplier at the risk of defaulting supplier.

(i) The term of the contract may be extend for further period of three months on the existing rates by the competent authority of AUD, in case such a need arises.

17. Basis of awarding the contract

The contract shall ordinarily be awarded to the lowest evaluated bidder, whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions.

18. Delivery

In case, the firm fails to supply the required quantity within the specified period from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit (PSD) or charging penalty by issuing notice. Necessary action for blacklisting the firm may also be taken.

19. Guarantee/ Warrantee

The guarantee/ warranty given on toners/ cartridges by the OEM will be run by the firm.

20. Mode of Payment

Payment against Bill/ Invoice shall be released only after receipt inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier through A/c payee cheque only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

21. Agreement

(a) The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure IV and submit the same to the Registrar, Ambedkar University Delhi within 15 days of the receipt of notification of award.

(b) The Registrar shall return the draft duly approved within ten days from its receipt and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within a week from the receipt of the approved draft.

22. General / others

(a) The bidders will be bound by the details furnished by him / her to the AUD, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

(b) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

(c) All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

Details of toners/ cartridges to be included in rate contract

| S.No. | Printer/Cartridge Modal | Part No. | Remarks |
|--------------|---|------------------|----------------|
| 1. | HP Black Ink Cartridge 802 small Black | HP 802 black | |
| 2. | HP Black Ink Cartridge 802 small Color | HP 802 color | |
| 3 | Brother HL 1111 Cartridge | Brother TN-1020 | |
| 4. | Brother HL2250 dn Cartridge | Brother DR-2255 | |
| 5. | Brother DCP-7065 DN | Brother DR-2255 | |
| 6. | HP Laserjet Pro 400 MFP M425dn | HP 80A CF280A | |
| 7. | HP Laserjet 500 color M551 | CE401A(Cyan) | |
| 8 | HP Laserjet 500 color M551 | CE402A(yellow) | |
| 9 | HP Laserjet 500 color M551 | CE403A(Magenta) | |
| 10 | HP Laserjet 500 color M551 | CE404A(Black) | |
| 11 | HP colour Laserjet CP1515N | CB540A(Black) | |
| 12 | HP colour Laserjet CP1515N | CB541A(Cyan) | |
| 13 | HP colour Laserjet CP1515N | CB542A(Yellow) | |
| 14 | HP colour Laserjet CP1515N | CB543A(Magenta) | |
| 15 | Xerox Work Centre 3210/3220 | 106R01486 | |
| 16 | CANON LASER SHOT LBP3500 | CARTRIDGE 309 | |
| 17 | HP 36A | CB436A | |
| 18 | HP 12A | Q2612A | |
| 19 | HP 05A | CE505A | |
| 20 | HP 51A | Q7551A | |
| 21 | HP XL-88 | C9391AN(Cyan) | |
| 22 | HP XL-88 | C9392AN(Magenta) | |
| 23 | HP XL-88 | C9393AN(Yellow) | |
| 24 | HP XL-88 | C9394AN(Black) | |

TECHNICAL BID

- 1 Name of the bidder:
- 2 Address of the bidder :
3. Contact Details of the bidder:
 - (a) Tel. No. with STD (O)..... (Fax)..... (R).....
 - (b) Mobile No.....(c)E-mail.....(d) Website.....
4. Name of Proprietor/Partners/Directors of the firm/agency:
5. Bidder's bank and its address and his current account number:
6. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership / proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)
7. CST/ VAT/ Excise Duty/ TIN registration details (Pl. attach copies of the relevant documents/ certificates)
8. Copy of Permanent Account Number (PAN) of the bidder
9. Copies of Income Tax Returns filed for the last three years should be attached
10. Copies of audited Profit & Loss Account Statements for the last three years should be attached
11. Proof of experience in supplying toner/ cartridges to at least one Deptt./Ministry of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU)
A copy each of at least one order received during each of last 3 years has to be attached)
12. Declaration regarding blacklisting or otherwise by the University/ Govt. Departments/PSUs/ reputed private institutions
13. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.
14. Details of Award / Certificates of merit etc, if any, received from any organization (Please attach copy of the certificates, if any)

15. Any other information document: please specify

N.B. Bidders to ensure that all

(i) Pages have been signed and stamped by the authorized persons

(ii) Pages have been numbered

(iii) Documents are legible (clearly readable)

I/ we certify that the information furnished above is true and correct. The terms and Conditions are acceptable to us.

Dated..... Name & Address of Firm.....

Authorized Signature & Seal of the Firm

FINANCIAL BID

From

To

The Registrar
 Ambedkar University Delhi ,
 Lothian Road, Kashmere Gate,
 Delhi-110 006

Sir,

I/we have gone through the tender document, understood it fully and declare that I/ we shall abide by the terms and conditions mentioned therein for supply of the items required.

My / our rates are as under:

| S.N. | Printer/Cartridge Modal | Part No. | Rate per item (Rs.) | Sales Tax (Rs.), if any | VAT (Rs.), If any | Excise Duty (Rs.) , If any. | Total (4+5+6+7) (Rs. in Figures) |
|-------------|--|-----------------|----------------------------|--------------------------------|--------------------------|------------------------------------|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | HP Black Ink Cartridge 802 small Black | HP 802 black | | | | | |
| 2 | HP Black Ink Cartridge 802 small Color | HP 802 color | | | | | |
| 3 | Brother HL 1111 Cartridge | Brother TN-1020 | | | | | |
| 4 | Brother HL2250 dn Cartridge | Brother DR-2255 | | | | | |
| 5 | Brother DCP-7065 DN | Brother DR-2255 | | | | | |

| | | | | | | | |
|-----------|--------------------------------|------------------|--|--|--|--|--|
| 6 | HP Laserjet Pro 400 MFP M425dn | HP 80A CF280A | | | | | |
| 7 | HP Laserjet 500 color M551 | CE401A(Cyan) | | | | | |
| 8 | HP Laserjet 500 color M551 | CE402A (yellow) | | | | | |
| 9 | HP Laserjet 500 color M551 | CE403A (Magenta) | | | | | |
| 10 | HP Laserjet 500 color M551 | CE404A (Black) | | | | | |
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| 15 | Xerox Work Centre 3210/3220 | 106R01486 | | | | | |
| 16 | CANON LASER SHOT LBP3500 | CARTRIDGE 309 | | | | | |
| 17 | HP 36A | CB436A | | | | | |
| 18 | HP 12A | Q2612A | | | | | |
| 19 | HP 05A | CE505A | | | | | |
| 20 | HP 51A | Q7551A | | | | | |
| 21 | HP XL-88 | C9391AN (Cyan) | | | | | |
| 22 | HP XL-88 | C9392AN | | | | | |

| | | | | | | | |
|-----------|----------|---------------------|--|--|--|--|--|
| | | (Magenta) | | | | | |
| 23 | HP XL-88 | C9393AN (Yellow) | | | | | |
| 24 | HP XL-88 | C9394AN (Black) | | | | | |
| 25 | | | | | | | |
| 26 | | | | | | | |
| 27 | | | | | | | |
| 28 | | | | | | | |

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company:

UNDERTAKING (To be submitted with Technical Bid)

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 reputed educational institutions and no criminal case is pending against the said firm/ agency as on _____.

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company:

Place:

Date: _____

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/ she has seen the terms and conditions of the agreement.

Agreement

This AGREEMENT made on this _____ day of _____ Between The Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 (hereinafter referred to as **AUD**).

and

M/s _____ at _____ (hereinafter referred to as **Supplier**) on the OTHER PART.

for

supply of required Items in conformity with the requirements & specifications. Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

I. WHEREAS AUD invited bids through open tender, vide Notice Inviting Tender No. dated for “supplying Toners/ Cartridges to Ambedkar University Delhi on rate contract basis”

II. AND WHEREAS the Supplier submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the Toners/ Cartridges to AUD.

III. AND WHEREAS AUD has selected M/s.....as the successful bidder (“the Supplier”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance/ Supply order No., to the Supplier on for a total sum of Rs..... [Rupees..... Only].

IV. AND WHEREAS AUD desires that the Toners/ Cartridges (as defined in the Bid Document) be provided, performed, executed and completed by the Supplier, and wishes to appoint the Supplier for providing Toners/ Cartridges for Printers.

V. AND WHEREAS the Supplier acknowledges that AUD shall enter into contracts with other Suppliers / parties for the providing Toners/ Cartridges for its office in cases the Supplier falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this Contract have been fully agreed on between AUD and the Supplier as parties of competent capacity and equal standing.

VII. AND WHEREAS the Supplier has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Toners/ Cartridges to AUD, failing which the Contract is liable to be terminated at any time, without assigning any reasons by AUD.

VIII. SUPPLY OF GOODS:

(i) AND WHEREAS the delivery of the items/ material mentioned in Doc 2 is required within 15 days of issue of the purchase order.

(ii) AND WHEREAS in case of default, for non supply of goods within stipulated period a penalty of upto 5% of the value of the order can be imposed.

(iii) AND WHEREAS the delivery of the material will be made at Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006.

IX. AND WHEREAS the payment is normally made within 30 days from the date of submission of the bill after full supply is received against the Purchase Order and accepted as per approved specification.

X. AND WHEREAS all goods shall be received subject to approval on inspection. Rejected items shall be removed by the supplier at his own cost and risk, within 10 days of issue of notice for the removal of such goods and no liability whatsoever, on AUD shall be attached for the rejected/ disapproved goods items/stores.

XI. AND WHEREAS AUD reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful tenderer shall supply the same at the rate quoted.

XII. AND WHEREAS if the supplier fails to supply the material after awarding of the contract, AUD shall be at liberty to forfeit his Performance Security.

XIII. AND WHEREAS in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Vice Chancellor, Ambedkar University Delhi. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

XIV. AND WHEREAS in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.

XV. AND WHEREAS in case of goods supplied found to be of inferior quality or not according to the approved sample, AUD has the right to reject the goods. No payment shall be made against such rejections.

XVI. AND WHEREAS the annual rate contract will be valid upto _____.

XVII. AND WHEREAS the quantity of supply may vary.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

(Authorised Signatory)

Signed on behalf of the Supplier

(Authorised Signatory)

Signed on Behalf of AUD

Witness:

1.

2.