

Tender No: PUR/4:1:13/2012

Date: 13.02.2012

Subject: Quotation(s) for the supply of HP Toner Cartridges on Annual Rate Contract

Dear Sir,

BIS intends to enter into an "Rate Contract" for procurement of Toner Cartridge for HP make printers to meet its requirement of different type of HP toner cartridges at BIS Hqs New Delhi. The procurement would be made on quarterly basis up to 13th December 2012. The quantity may be increased or decreased depending upon our needs. The estimated expenditure would be Rs. 15 lacs approximately.

Interested HP authorised firms, who are willing to supply the HP Toner Cartridges on credit basis under "Rate contract" may quote their rates in a sealed cover superscribing the envelope "Quotation for supply of HP Toner Cartridge" addressed to the Director (Administration), Bureau of Indian Standards, Manak Bhavan 9, Bahadur Shah Zafar Marg, New Delhi 110 002, latest by 1500h hrs ,05 March 2012 which will be open as per procedure on the same day at 1530 hrs in Room No 406 Manakalya in the presence of interested bidders or their representatives. Duly - completed tender document may be dropped in the tender box in Room No. 406, Manakalaya. BIS 9, Bahadur Shah Zafar Marg, New Delhi 110 002

An earnest money (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand) in the form of bank draft in favour of Bureau of Indian Standards, payable at, New Delhi may be submitted alongwith the quotation. The earnest money will be refunded to the unsuccessful tenders after finalization of the contract. Successful tenderer will have to deposit performance security money of Rs.1,00,000.00 (Rupees One Lac) in the shape of bank Guarantee/fixed Deposit for the period of contract. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender or if it is found that the HP Toner/Ink Cartridges supplied is not up to the mark.

The eligibility criteria, terms and conditions and the details of cartridges are given at Annexure A, B and C respectively.

Yours faithfully,

(N.P Singh)
Section Officer (Purchase)

“ANNEXURE-A”

ELIGIBILITY CRITERIA:-

1. Sealed quotations are invited for supply of different kind of HP Toner Cartridges for HP Make printers. The procurement would be made on quarterly basis up to 13th December 2012.
2. Quotations in a sealed cover super scribed “quotations for the supply of “HP Make Toner cartridges” may be sent to The Director (Administration) latest by **1500 hrs, on 5 March 2012 and** will be opened on the same day at 1530 hrs , Room No 406 Manakalya in the presence of tenderers or their duly authorized representatives. All quotations shall remain valid for acceptance for a period for 90 days from the date of opening of quotations.
3. Bidders are required to submit photocopy of VAT (Value Added Tax) registration certificate & PAN No along with the quotation, failing which bid will be rejected. Both these documents should be attested.
4. Each page of the tender documents is required to be signed by the authorized person or persons submitting the tender in token of his / their having acquainted himself/ themselves with the Terms & Conditions of the contract as laid down.
5. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the tender void. No advice of any change in rule or conditions after the opening of the tender will be entertained.
6. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract otherwise the tender is liable to be rejected.
7. The Tenderer are required to furnish the information as sought in Annexure ‘B’, failing which the bid shall be summarily rejected.
8. The successful bidder shall be required to sign the agreement. The draft agreement is given at **Annexure D**. The complete Tender document and all other required enclosures / documents / Annexures should be signed on each page by the Authorized Person / Signatory and be submitted in the envelope, failing which the bid shall be summarily rejected.
9. This notice can also be seen at our web-site www.bis.org.in
10. EARNEST MONEY DEPOSIT:

- (i) The tenderers are required to send their tender along with a Demand Draft of Rs.50,000.00 (Fifty Thousand only) drawn in favour of "Bureau of Indian Standards" Payable at New Delhi as Earnest Money, which will be refundable to the unsuccessful tenderers. Name of the firm may be written on the reverse side of the Demand Draft.
- (ii) Any Bidder, who has exemption for Deposits of Bid Security with tender being registered with DGS&D/NSIC, shall furnish documentary proof in this regard, indicating clearly that they are exempted for the items of the tender.
- (iii) Bidders shall not be permitted to withdraw their offer after submission of their bids. Conditional bids shall not be accepted. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security / EMD shall be forfeited.
- (iv) The bids without Earnest Money shall be summarily rejected.

11. PERFORMANCE SECURITY DEPOSIT:

- (i) Successful Bidder will have to deposit "Performance Security" of Rs.1,00,000.00 (Rupees One Lacs) in the shape of bank Guarantee/fixed Deposit for the period of contract. Performance Security money will be forfeited in case of violation of any of the terms and conditions of the tender.
- (ii) No interest will be paid on Performance Security.
- (iii) Performance money should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the Supplier including warranty obligations.

TERMS AND CONDITIONS:-

12. SUPPLY OF GOODS:

- (i) The delivery of the items/ material mentioned in Annexure 'C' is required within 15 days of issue of the purchase order.
- (ii) 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) The delivery of the material will be made at our Issue Section at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi 110 002.

13. 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.

14. QUOTING THE RATES IN BIDS:

- (i) Rates should be quoted for the different kind of Toner Cartridges mentioned in Annexure 'C'. Nothing over and above the quoted rates shall be payable.
- (ii) The taxes will be payable as applicable during the tenure of the contract. During the operation of the contract, if there is any change or revision in the taxes, the same shall be applicable.
- (iii) If, during the tenure of the contract, any new tax/ levies/ charges etc. by Govt. / Public Authority are introduced, the same shall also be payable as applicable.
- (iv) The rates quoted shall be valid up to 13th Dec. 2012.i.e. during the period of contract.
- (v) The rates quoted shall include all charges, such as, packing and forwarding, Freight insurance, octroi, etc.

15. 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 the Bureau shall be attached for the rejected/disapproved goods items/stores.

16. The Bureau 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.

17. The Bureau reserves the right to accept or reject summarily any or all quotations in whole or in part without assigning any reason whatsoever.

18. The Bureau takes no responsibility for any delay, loss or non-receipt of quotation(s) after despatched. No quotation shall be received after **1500 hrs on 5 March 2012.**

19. If the successful Bidder fails to supply the material after awarding of the contract, BIS shall be at liberty to forfeit his Performance Money.

20. 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.
21. In case of goods supplied found to be of inferior quality or not according to the approved sample, BIS has the right to reject the goods. No payment shall be made against such rejections.
22. If the tender opening date falls on Saturday, Sunday or Gazetted Holiday the tender will open on next working day.
23. The quotation shall be valid for 90 days from the date of opening of the quotation. The "Rate Contract" will be valid upto 13th Dec. 2012.
24. The quantity of supply may vary.
25. Quotation sent through fax or e-mail will not be considered.
26. BIS shall issue a letter to the successful bidder along with an agreement, in duplicate. The agreement will have to be returned, duly signed and witnessed, to BIS within 3 days of receipt of the same by the successful bidder.

(N.P. Singh)
Section Officer (Purchase)

ANNEXURE-B

PARTICULARS TO BE FURNISHED BY THE AGENCY

1. Name of the Agency:
2. Address of the Agency:
3. Name of the Proprietor of the Agency
4. Telephone No. Of the Agency& Proprietor:
5. Turnover of the Agency during three Financial Year Balance Sheet to be submitted
6. PAN ,TIN Number of the Agency:
7. Service Tax Registration No. :
8. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. It is also certified that the Agency is not black listed by an Government/ Department not any criminal case is registered/pending against the Agency/Firm or its owner/ partners anywhere in India. Further, it is certified that I/we have read and understood the terms and condition of the Tender Notice.

It is certified that the agency is not black listed by any Government/Deptt not any criminal case registered/pending against the agency/firm or its owner/partners anywhere in India further it is certified that I/we have read and understood the terms and conditions on the Tender Notice.

I/we give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the tender and agree to abide by these terms and conditions.

Name and Signature of the Proprietor/Partner

Seal of the Firm/Agency

Dated:

Place:

Annexure –C
BUREAU OF INDIAN STANDARDS
Description of Toner Cartridges used in BIS HQs

Sl.No	Name/Number of the Items	Rate per ink/toner cartridges	Vat	Any other tax	Other Charges	Total (Rs)
1.	Ink Cartridges C4937A, ,					
2	Ink Cartridges C 4938 A					
3	Ink Cartridges C 4939A					
4	Toner Cartridge Q3960A					
5	Toner Cartridge Q3961 A					
6	Toner Cartridge Q3962A					
7	Toner Cartridge Q3963 A					
8	Toner Cartridge CB436A					
9	Toner Cartridge Q2624A					
10	Toner Cartridge C4092A					
11	Ink Cartridge C4936A (office Jet 18					
12	Toner Cartridge Q 6000A					
13	Toner Cartridge C7115A					
14	Toner Cartridge Q7553A					
15	Toner Cartridge Q 2613A					
16	Toner Cartridge C4096 A					
17	Toner Cartridge C3903F					
18	Toner Cartridge Q2610A					
19	Toner Cartridge C8061 x					
20	Toner Cartridge Q5949A					
21	Toner Cartridge Q2612A					
22	Toner Cartridge C4127 x					
23	Toner Cartridge Q 6001A					
24	Toner Cartridge Q6002A,					
25	Toner Cartridge Q 6003A					
26	Toner Cartridge Q7551A					
27	Toner Cartridge C4129.X					
28	Toner Cartridge C4836 A					
29	Ink Cartridge C4837 A					
30	Ink Cartridge C4838 A					
31	Ink Cartridge 4844 A					
32	Ink Cartridge C6657 A					
33	Ink Cartridge C 6656A					
34	HP colour inkjet cartridge C-					

	1823-1843					
35	HPCC-388A					
36	Toner Cartridge 4810 A					
37	Toner Cartridge 4812 A					
38	Toner Cartridge 4813 A					
39	HP Business Ink Jet 2300					
40	HP Toner Cartridge 505A					
41	HP Toner 541					
42	HP Toner 542					
43	HP Toner 543					
44	HP Toner 544					
45	Hp Toner cartridge 7516 A					
46	HP Q 3960A, Q3961A, Q3962A,and Q3963A Black Cyan, Yellow and Magenta					
47	HP CE 310 A, 311A,312A and 313A, Black,Cyan, Yellow and Magenta					

ANNEXURE-D
BUREAU OF INDIAN STANDARDS
NEW DELHI

CONTRACT AGREEMENT NO: PUR/4:1:13/2012

DATED

THIS AGREEMENT is made on between Bureau Of Indian Standards through **Director (Administration)** (hereinafter referred to as “BIS” which expression shall include his successors and assigns), and whose principal place of office is at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Supplier”) 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 Toner Cartridges for HP make Printers.

- I. **WHEREAS** BIS invited bids through open tender, vide Notice Inviting Tender No. dated for “procuring Toner Cartridges for HP make Printers under **Tender No**.....
- 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 Toner Cartridges for HP make Printers to BIS.
- III. **AND WHEREAS** BIS 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 (LoA) No.**, to the Supplier on for a total sum of Rs..... [Rupees..... Only].

IV. **AND WHEREAS** BIS desires that the Toner Cartridges for HP make Printers (as defined in the Bidding Document) be provided, performed, executed and completed by the Supplier, and wishes to appoint the Supplier for providing Toner Cartridges for HP make Printers.

V. **AND WHEREAS** the Supplier acknowledges that BIS shall enter into contracts with other Suppliers / parties for the providing Toner Cartridges for HP make Printers 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 BIS 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 Toner Cartridges for HP make Printers to BIS, failing which the Contract is liable to be terminated at any time, without assigning any reasons by BIS.

VIII. **SUPPLY OF GOODS:**

- (iv) **AND WHEREAS** the delivery of the items/ material mentioned in Annexure 'C' is required within 15 days of issue of the purchase order.
- (v) **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.
- (vi) **AND WHEREAS** the delivery of the material will be made at our Issue Section at Manak Bhawan, 9, Bahadur Shah Zafar Marg, New Delhi 110 002.

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 the Bureau shall be attached for the rejected/disapproved goods items/stores.

- XI. **AND WHEREAS** the Bureau 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, BIS shall be at liberty to forfeit his Performance Money.
- 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 Deputy Director General (Administration), Bureau Of Indian Standards, New 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, BIS 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 13th Dec. 2012.
- 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)

(Authorised Signatory)

Signed on behalf of the Supplier

Signed on Behalf of
Bureau Of Indian Standards