

TENDER NOTICE

1. Bureau of Indian Standards invites sealed bids, under two bids system (*Technical bid and Financial bid*) for supply of HP Toner Cartridges and Inkjet Cartridges on Annual Rate Contract Basis from eligible bidders as per the details given below:

Sl No.	Category of Items	Approximate Yearly Requirement
1.	H.P Toner Cartridge and ink cartridge to be used in various models of HP Printers	*1000

* The number may increase or decrease

2. Eligible Bidder

2.1 Should be an authorized dealer/re-seller of H.P for supply of toner cartridges and ink cartridges(copies letter from HP appointing the bidder as a dealer/reseller may be enclosed) should have minimum three years of experience of supplying the toner cartridges to the large private organisations and/or Departments/Ministries of the Government of India/PSUs(copies of two Purchase Orders received from the Private Organisations/ Govt/PSUs Deptts during each of the last three years (2011-12, 2012-13 & 2013-14) should be enclosed.

2.2 Should have minimum turnover of **Rupees One Crore** per year for the supply of toner cartridges during each of the last three years(copies of annual accounts of the last three years, certified by the Chartered Accountant, should be enclosed

2.3 Should have a valid PAN issued by the Income Tax Department.

2.4 Should not have been blacklisted by the Deptts/Ministries of the Govt. Of India/State Govt./PSUs(Declaration has to be submitted in the specified format given at Annexure-4 of Schedule-7;

3. Proposed Validity of the rate contract: Three Years (To be extended on yearly basis)

4. Availability of Tender Documents:

Place : General Service Department, Room No.503 and BIS Website:

www.bis.org.in and www.eprocure.gov.in

Period : **11 -08-14 to 08-09-2014**

5. Pre-bid Conference: 1 Sep. 2014 at 1500 h

6. Method/manner for Submission of Bids: An envelope super-scribing "Tender for Supply of H.P Toner Cartridges/Ink Cartridges" having two envelopes containing "Technical Bid" and "Financial Bid" must bear the name & address of the party & shall be addressed to "Head(GSD) Bureau of Indian Standards, Room No.503, Manakalaya, 9 Bahadur Shah Zafar Marg, New Delhi-110002."

6 Last Date of Submission on bids : 08 Sep. 2014

7. Earnest Money Deposit : Rs 50,000/-

8. Performance Security Deposit: 5% of the total Annual Value of the Contract

9. Validity of Bids: 90 days

10. Opening of Bids : Technical Bids shall be opened at 1530 hrs on **08 Sep.2014** in the office of the Head(GSD), Bureau of Indian Standards, Room No.503, Manakalaya, 9 Bahadur Shah Zafar Marg, New Delhi-10002. Date of opening of financial bid shall be decided after the technical evaluation of the bid.

11. Authorized Officer on behalf of the Bureau of this tender/contract:

Head (GSD)

12. The Bureau reserves the right to reject any or all the bids without assigning any reason.

SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

1. Notice inviting Bids:

1.1 Sealed quotations are invited by Bureau of Indian Standards from authorized dealers/firms of H.P for the supply of different kinds of HP Toner Cartridges for HP Make Printers under two bids system(Technical & Financial bid) as specified in the **Schedule-2** of the tender document.

2. Issue of Tender Document:

2.1 The blank Tender document will be available during the period indicated in the **Schedule-4**, during the office hours.

2.2 The Tender document can also be downloaded from the website of the Bureau (www.bis.org.in and www.eprocure.gov.in).

2.3 Any change that will be made in the Tender Document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.4 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.5 The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Bureau shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

2.6 The successful bidder has to supply the H.P toner cartridge at T&C (CL Sahibabad and NITS, Noida on the existing annual rate contract basis.

3. Language of Bid/Contract:

3.1 The language of the Bid shall be in English/Hindi and all correspondence, etc. shall conform to the English/Hindi language.

4. Pre-bid Conference:

4.1 A Pre-bid conference of all intending Bidders will be held at the scheduled date and time indicated in the **Schedule-4**. Intended Bidders will be allowed to seek clarifications if any.

5. Validity of Bids:

5.1 The Bids will be valid for a period of 90 days from the date of its opening.

6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit with the Bureau a sum indicated in the **Schedule-4**, as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/Pay Order in favour of Bureau of Indian Standards, *or a Bank Guarantee as per format indicated in Annexure-1 of Schedule-7*.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and the Bureau shall exclude from its consideration such disqualified Bid(s).

6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of the Bureau during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to the Bureau without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to the Bureau for supply of goods during the next twenty-four (24) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, its Earnest Money Deposit will be forfeited by the Bureau.

6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to the Bureau and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

7. Eligible Bidders:

(a) Should be an authorized dealer/re-seller of H.P for supply of toner cartridges and ink cartridges(copies letter from HP appointing the bidder as a dealer/reseller may be enclosed) should have minimum three years of experience of supplying the toner cartridges to the large private organisations and/or Departments/Ministries of the Government of India/PSUs(copies of two Purchase Orders received from the Private Organisations/ Govt/PSUs Deptts during each of the last three years should be enclosed;

(b) Should have minimum turnover of **Rupees One Crore** per year for the supply of toner cartridges during each of the last three years(copies of annual accounts of the last three years (2011-12, 2012-13 & 2013-14), certified by the Chartered Accountant, should be enclosed;

(c) Should have a valid PAN issued by the Income Tax Department.

(d) Should not have been blacklisted by the Deptts/Ministries of the Govt. Of India/State Govt./PSUs(Declaration has to be submitted in the specified format given at Annexure-4 of Schedule-7;

8. Rates how to be quoted

8.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.

8.2 The Table-A of Schedule-5 containing the financial Bid shall be exclusive of any service tax, education cess and secondary and higher education cess or any other applicable taxes.

The taxes as may be levied by the Government from time to time shall be charges by the contractor in addition to the rates quoted in the bid by the contractor.

8.3 The bidder should quote the details(price-breakup) of the monthly consolidated amount in the Table-B of Schedule-5.

9. Manner of Submission of Bid

9.1 The complete Bid will be received as indicated in the **Schedule-4**, by depositing the same through the Bid Box or by post which reaches the specified place before the specified time.

9.2 E-mail or fax offers will be rejected.

10. Last Date for Submission:

10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offers is declared a holiday, the offers will be received up to the appointed time on the next working day.

11. Modification and Withdrawal of Offer

11.1 The Bider may withdraw its offer after its submission, provided that written notice of withdrawal is received by the Bureau prior to the closing date and time prescribed for submission of offer.

12. Contents of Bid Document:

12.1 *Bids are invited into Two Bids system (Technical Bid & financial Bid).* The completed Bid shall be submitted in sealed envelope, super-scribing "Bid for the supply of HP Toner Cartridges" as mentioned in the Schedule-4 of the Tender Document.

12.2 *The envelopes containing the Technical Bid shall contain the following:*

(a) Envelope No. 1(Technical Bid): This should contain all technical details alongwith commercial terms and conditions such as:

i) List of all the documents enclosed;

ii) The EMD as given in Schedule-4 of the tender document. In case of exemption for depositing EMD, valid certificate of exemption issued by the Central Purchase Organization, National Small Industries Corporation (NSIC) or the concerned Ministry or Department;

iii) Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (**Annexure-2 of Scheduled-7**);

iv) *In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited*

companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;

- v) A copy of valid letter issued by H.P. for authorized dealers/re-sellers.
- vi) Copies of annual accounts of the last three years certified by the Chartered Accountant
- vii) A statement showing the type of toner cartridges supplied by the bidder during the last three (3) years (**Annexure-3 of Schedule-7**). Also attach copies of two Purchase Orders received from Govt. Deptts/PSUs during each of the last three years for supply of HP Toner Cartridges towards proof of experience.
- viii) All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- ix) A declaration regarding black-listing and/ or litigations (**Annexure-4 of Schedule-7**)
- b) **Envelope No.2(Financial Bid):** This envelope shall only contain **Price Bid** indicating item-wise price on Schedule-5 for the HP Toner Cartridges to be supplied at specified places as per **Schedule-2**, duly filled in and initialled and signed by the Bidder at prescribed places of the Bid. The instructions contained in clause 10 may please be noted.
- c) **Covering Envelope:** Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the "Bid for the supply of HP Toner Cartridges." And addressed to Head(GSD) as mentioned in Schedule-4 and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder

13.1 The Financial Bid should be written both in words and figures at appropriate place in Schedule-5.

13.2 The Bidder shall submit the Bid which satisfies each and every condition laid down in Tender Document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

14. Opening of Bid:

14.1 The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the Schedule-4 (if possible), in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the Scheduled time.

15. Short listing of Bidders

15.1 The Bureau will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

16. Opening of Financial Bids

16.1 The Bureau shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule(**Schedule-5**) shall be then be read out.

17. Acceptance of Bid

17.1 Acceptance of Bid shall be done by the Competent Authority of the Bureau. The Bureau is not bound to accept the lowest or any Bid. The Bureau reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Bureau.

18. Process to be Confidential

18.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

19. Execution of Contract Document:

19.1 The successful Bidder after deposit of Performance Security is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper of proper value. The proper value at present is Rs.100/-. The Agreement should be signed within 10 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

19.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

20. Rights of the Bureau:

20.1 The Bureau reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the supply of the Goods in two or more parts is reserved by the Bureau and also the right to award contract to more than one agency is reserved.

20.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the Bureau shall be final and binding on all Parties.

21. Notice to form Part of Contract:

21.1 Tender Notice and these instructions shall form part of the Contract.

SCHEDULE – 2: CONDITIONS OF CONTRACT

1. DEFINITIONS:

- a) **'Annexure'** referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- b) **'Approved'** shall mean approved in writing including subsequent confirmation of previous verbal approval and "Approval" shall mean approval in writing including as aforesaid.
- c) **"Bid"** means the Contractor's priced offer to the Bureau for the supply of the Goods at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- d) **'Bureau'** shall mean Bureau of Indian Standards established under the Bureau of Indian Standards Act, 1986.
- e) **'Contract'** shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by the Bureau and any other document forming part of the contract.
- f) **'Contractor'** shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company
- g) **'Contract Amount'** shall mean the sum quoted by the Contractor in his bid and accepted by the Bureau.
- h) **'Competent Authority'** shall mean any officer authorized by the Bureau to act on behalf of the Bureau under this contract.
- i) **'Commencement Date'** means the date upon which the Contractor receives the notice to commence the supply of Goods at specified places.
- j) **'Director General'** shall mean the Director General of the Bureau, for the time being holding that office and also his successor and shall include any officer authorized by him.
- k) **'Government'** shall mean the Central Government.
- l) **'Goods'** shall mean the items to be supplied to the Bureau by the Contractor as stated in the Contract and shall include installation and other services that are prescribed in the Tender document.
- m) **'Letter of Acceptance'** means the formal acceptance by the Bureau.
- n) **'Specification'** means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of the Bureau, where one exists, shall apply.
- o) **'Tender'** means formal invitation by the Bureau to the prospective bidders to offer fixed price for supply of Goods.

p) **'Time for Completion'** means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.

2. PARTIES TO THE CONTRACT:

2.1 The parties to the contract shall be the Contractor, whose offer is accepted by the Bureau; and the Bureau.

2.2 The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, the Bureau may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

3. Performance Security:

3.1 To ensure due performance of the contract, an interest-free Performance Security, for an amount as indicated in Schedule-4, will be obtained from the successful bidder awarded the contract, irrespective of its registration status, etc. Performance Security will be furnished in the form of an Account payee Demand Draft in favour of 'Bureau of Indian Standards' payable at 'New Delhi' or a Bank Guarantee as per format indicated in **Annexure-1** of Schedule-7.

3.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.

3.3 Any amount due/recoverable from the Contractor under the terms of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from the Bureau, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or unliquidated or for any breach or failure or determination of Contract, not previously paid to the Bureau, shall immediately on demand be paid by the said bankers to Bureau under and in terms of the said guarantee.

3.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, the Bureau shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.

3.5 Nothing herein mentioned shall debar the Bureau from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.

3.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of the Bureau. The Performance Security shall be returned to the Contractor by the Bureau within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of the Bureau on the Contractor.

4. CONTRACT DOCUMENTS:

The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of the Bureau who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

- a) The Agreement
- b) The Conditions of Contract
- c) Tender Notice and Tender Document
- d) Letter of Acceptance.
- e) Any other correspondence exchanged between the parties in connection with the contract.
- f) The Contractor's Offer

5. Validity of the Contract

5.1 The Contract shall be valid for a period of three years from the date of signing this Contract. However, the contract will be reviewed quarterly and extended on yearly basis subject to the satisfactory performance of the contractor and on the mutual consent of both the parties

6. SCOPE OF WORK

6.1 The purpose of this contract is for the supply of HP Toner cartridges on annual rate contract basis as and when required by various offices of BIS located in Delhi NCR areas

6.2 The Quantity for which orders can be placed by the Purchasing Officer of the Bureau, on quarterly basis and the quantity is liable to change from time to time. However, the Bureau shall place the order with the Contractor for supply of goods with the minimum quantity at the rate agreed by the Contractor as per the **SCHEDULE-2**. The Goods can be ordered by any of the Purchasing Officer who is authorized by the Bureau to place orders against this Contract and the payment will be released by the concerned Purchase Officer..

The Details of H.P Toner Cartridges to be supplied by the Contractor is mentioned below;

Sl.No.	Name/Number of the Items	Approx. Yearly Requirement
1	Toner Cartridge CB436A	31
2	Toner Cartridge Q2624A	109
3	Toner Cartridge C4092A	18
4	Toner Cartridge C7115A	90
5	Toner Cartridge Q7553A	16
6	Toner Cartridge Q 2613A	15

7	Toner Cartridge C8061 x	2
8	Toner Cartridge Q5949A	8
9	Toner Cartridge Q2612A	65
10	Toner Cartridge C4127 x	1
11	Toner Cartridge Q7551A	10
12	Toner Cartridge C4129.X	2
13	Ink Cartridge C6657 A	2
14	Ink Cartridge C 6656A	2
15	HPCC-388A	78
16	HP Toner Cartridge 505A	18
17	HP Toner 540,	4
18	HP Toner 541,	2
19	HP Toner 542,	2
20	HP Toner 543	2
21	Hp Toner cartridge 7516 A	1
22	HP Toner Cartridge 530A	3
23	HP Toner Cartridge 531A	3
24	HP Toner Cartridge 532A	3
25	HP Toner Cartridge 533A	3
26	HP Toner Cartridge CE 278A	330
28	HP Toner Cartridge CE-310A	3
29	HP Toner Cartridge CE-311A,312A, 313A	10
30	Ink Cartridge 660AA	10
31	Ink Cartridge 9352AA	7
32	Ink Cartridge 653AA (901 BLACK)	16
33	Ink Cartridge 656AA (901 COLOUR)	10
	Total	876

Place of Supply of Toner Cartridges and Authorized Purchasing officer of Bureau for placing the order;

- (1) Issue Section, Room No.03,
Manak Bhavan, 9 B.S. zafar Marg,
New Delhi-110002.
- (2) Asstt Director/Section Officer
Admn/Purchase (T&C)
Plot No.20/9, Site-IV,
Sahibabad Industrial Area,
SAHIBABAD-201010
- (3) Asstt Director/Section Officer
Admn/Purchase (TI)
Plot No. A-20-21,
Industrial Area, Sector-62,
Gautam Budh Nagar,
NOIDA-201307
- (4) Asstt. Director/Section Officer
(Purchase) General Services Dept
BIS HQs, New Delhi

7. Quantity of Goods / Place of supply / Persons who can place orders:

7.1 The Quantity for which orders can be placed by the Purchasing Officer of the Bureau, is liable to change. However, the Bureau shall place the order with the Contractor for supply of goods with the minimum quantity at the rate agreed by the Contractor as per the **SCHEDULE-2**. The Goods can be ordered by any of the Purchasing Officer who is authorized by the Bureau to place orders against this Contract.

8. Transportation:

8.1 The Goods shall be delivered at locations indicated in Schedule-2 of this tender document and shall include loading, unloading and transportation. The Goods damaged during transportation shall have to be replaced at Contractor's cost.

9. Quality of Goods:

9.1 All Goods to be supplied by the Contractor shall be in conformity with the specifications laid down in the contract and the Contractor shall, furnish proof to the satisfaction of the Competent Authority that the materials so comply.

10. Inspection:

10.1 The supplier shall provide an inspection report/ certificate that the material confirms to all specification contained in the Contract. The Competent Authority will carry out inspection of the Goods supplied to confirm their conformity to the Contract specification/quality.

10.2 The Competent Authority shall have full powers to require removal of any or all of the Goods supplied by the Contractor which are not in accordance with the contract specifications or which do not conform in character or quality to the samples approved by the Bureau. In case of default on the part of the Contractor in removing the rejected materials, the Competent Authority of the Bureau shall be at liberty to have them removed by other means. The Competent Authority shall have full powers to procure other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply; he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

11. Risk purchase:

11.1 In case the Contractor fails to deliver the quantity as stipulated in the delivery schedule, the Bureau reserves the right to procure the same or similar Goods from alternate sources at the risk, cost and responsibility of the Contractor.

12. Payments Terms

12.1 The payment towards the Toner Cartridges will be made by the Bureau directly to the Contractor on receipt of goods in good condition/ after its satisfactory installation and operation. The rates quoted shall be inclusive of all taxes. Bills for Goods supplied under this contract shall be prepared in duplicate by the Contractor immediately after the Goods have been supplied, tested and accepted by the Bureau. The payment of bills and other claims arising out of the contract will be made by Account Payee Cheque drawn in the name of the Contractor/credited directly in Bank Account of the Contractor.

The payment will be subject to the provisions of the Income Tax Act, 1961 i.e., Tax will be deducted at source with cess/surcharge, at the prevailing rates, from the gross amount of each bill submitted.

12.2 The Bureau reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which the Bureau may have under this or any other Contract/Agreement.

13. Imposing of fines / penalty

13.1 BIS will have the right to impose penalty on the contractor,, if the supply done by the contractor is found unsatisfactory or inferior quality of goods, it will be intimated in writing to the contractor by the Bureau for taking immediate corrective action and replacement of the goods as per the approved specifications, failing which the penalty amount as mentioned below will be deducted from the particular bill.

Sl No.	Details of the Default	Penalty
1.	Failure to supply within time norms as mentioned in the supply order	5% of the total amount of the bill
2.	Supply of defective or inferior quality of goods	100% of the total amount of the particular supply + Warning letter

13.2 The penalty imposed by BIS will be binding on the contractor. BIS will also have the right to en-cash the performance security deposit, in full or in part, to procure the goods through some other agency at the cost and risk of the contractor. The decision of BIS in this regard will be final and binding on the contractor.

13.3 If the contractor fails/replace the defective goods, BIS shall have the right to get the same replaced from anywhere and the expenses incurred by BIS in this regard shall be deducted from the outstanding dues, if any, and performance security deposit of the contractor.

14 . Indemnity:

14.1 The Contractor shall indemnify and keep indemnified the Bureau against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time. The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

14.2 The Contractor shall indemnify, protect and save the Bureau against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and other statutory infringements.

15. Corrupt or Fraudulent Practices:

15.1 The Bureau requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, the Bureau defines the terms set forth as follows:

(a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Bureau, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Bureau of the benefits of the free and open competition.

15.2 The Bureau will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; The Bureau will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 24 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

16. Termination / Suspension of Contract:

16.1 The Bureau shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for poor quality of the Goods, insufficient service or misconduct of the Contractor as to which the decision of the Bureau shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof. An event of default on the part of the Contractor, which results from the Contractor being unable to fulfil its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:

- (a) In the opinion of the Bureau, the Contractor has repudiated the Contract,
- (b) Without reasonable excuse has failed to commence supply of Goods or Services in accordance with this Contract, or failed to complete the supply the Goods or provide Services within the time stipulated for completion;
- (c) Despite previous warning from the Bureau, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
- (d) Serious discrepancy in the quality of the Goods is noticed during the inspection.
- (e) Delays in delivery and installation beyond a period of 30 days from the scheduled date of delivery / Installation.
- (f) If the Contractor is in breach of any law or statute governing the supply of Goods/ Services;
- (g) The Contractor, in the judgement of the Bureau, has engaged in corrupt or fraudulent practices in competing for or in carrying out the Services under the Contract.
- (h) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;

- (i) The Contractor becomes insolvent;
- (j) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
- (k) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;

17. Termination by the Bureau:

16.1 It shall also be lawful for the Bureau to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination, by giving the Contractor 30 days notice in writing by the Bureau for such termination. Any such termination shall be without prejudice to any other right of the Bureau under the Contract.

18. Contractor's right to terminate:

17.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

19. Force Majeure Clause:

19.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Director General of the Bureau as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the Bureau shall be at liberty to take over from the Contractor at a price to be fixed by Director General, which shall be final, all unused, undamaged and accepted material, bought out components and stores in course of manufacture in the possession of the contractor at the time of such termination or such portion thereof as the Bureau may deem fit excepting such materials, bought out components and stores as the contractor may with the concurrence of the Bureau elect to retain.

20. Confidentiality:

19.1 The Contractor shall not divulge or disclose proprietary knowledge obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Bureau.

21. Publicity:

21.1 Any publicity by the Contractor in which the name of the Bureau is to be used, should be done only with the explicit written permission of the Bureau.

22. Disputes & Arbitration:

22.1 The Bureau and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

23. Mode of serving Notice:

23.1 Communications between Parties which are referred to in the Contract effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

23.2 All notices shall be issued by the authorized officer of the Bureau unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

24. Governing language:

24.1 Governing language for the entire contract and communication thereof shall be English only.

25. Law:

25.1 The contract shall be governed and interpreted under Indian Laws.

26. Legal Jurisdiction:

26.1 No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Delhi only.

27. Stamp duty:

27.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract.

SCHEDULE-3

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SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS

1. **Proposed validity of the rate contract: Three years.** However, the contract will be reviewed on yearly basis and may be further extended subject to the satisfactory services of the firm and on the mutual consent of both the parties.
2. **Availability of Tender Documents:**

Place: General Service Department, Room No. 503 and BIS website: www.bis.org.in and www.eprocure.org.in

Period: **11-08-2014 to 08-09-2014**
3. **Pre-bid Conference:** 1500 h on 1 Sep 2014 in the office of Head(GSD), Bureau of Indian Standards, Room No. 503, Manakalya, 9 Bahadur Shah Zafar Marg, New Delhi-110002.
4. **Method/manner for Submission of Bids:** Bids are invited in two bids system. The completed Bid, as mentioned in Schedule-1 shall be submitted in sealed envelope, superscribing “Bid for supply of HP Toner Cartridges” having two envelopes “Technical Bid” and Financial Bid” and shall be addressed to Head(General Services Deptt), Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110002. The Bid can also be dropped in the ‘Tender Box’ kept in the General Services Deptt, BIS, Room No.503, Manakalya, 9, B. S. Zafar Marg, New Delhi-110002. The Bid shall reach in the office of **Head(General Services Deptt) latest by 1500 hrs on 08 Sep. 2014.**
6. **Earnest Money Deposit:** Rs. 50,000/-
7. **Performance Security Deposit:** 5% of the total Annual Value of the Rate Contract to be awarded .
8. **Validity of Bids:** 90 days
9. **Opening of Bids:** Technical shall be **opened at 1530 h on 08 Sep. 2014** in the office of Head(GSD) Room No.505, Manakalaya Building, 9 Bahadur Shah Zafar Marg, New Delhi-110002. Date of opening of Financial bid shall be decided after technical evaluation of the bid.
11. **Authorized Officer on behalf of the Bureau-** Head (GSD)

SCHEDULE-5; PRICE BID

The Head(General Services Department)
Bureau of Indian Standards,
9, Bahadur Shah Zafar Marg,
New Delhi-110002.

Sir,

With reference to your tender enquiry dated _____for the supply of HP Toner Cartridges, I/we quote the rates as given below:

Sl. No	Name/Number of the Items	Approx Qty required per annum	Rate per each ink/toner cartridges (inclusive of taxes) in Rs	
			In figures	In words
1	Toner Cartridge CB436A	31		
2	Toner Cartridge Q2624A	109		
3	Toner Cartridge C4092A	18		
4	Toner Cartridge C7115A	90		
5	Toner Cartridge Q7553A	16		
6	Toner Cartridge Q 2613A	15		
7	Toner Cartridge C8061 x	2		
8	Toner Cartridge Q5949A	8		
9	Toner Cartridge Q2612A	65		
10	Toner Cartridge C4127 x	1		
11	Toner Cartridge Q7551A	10		
12	Toner Cartridge C4129.X	2		
13	Ink Cartridge C6657 A	2		
14	Ink Cartridge C 6656A	2		
15	HPCC-388A	78		

16	HP Toner Cartridge 505A	18		
17	HP Toner 540,	4		
18	HP Toner 541,	2		
19	HP Toner 542,	2		
20	HP Toner 543	2		
21	Hp Toner cartridge 7516 A	1		
22	HP Toner Cartridge 530A	3		
23	HP Toner Cartridge 531A	3		
24	HP Toner Cartridge 532A	3		
25	HP Toner Cartridge 533A	3		
26	HP Toner Cartridge CE 278A	330		
28	HP Toner Cartridge CE- 310A	3		
29	HP Toner Cartridge CE- 311A,12,13	10		
30	Ink Cartridge 660AA	10		
31	Ink Cartridge 9352AA	7		
32	Ink Cartridge 653AA (901 BLACK)	16		
33	Ink Cartridge 656AA (901 COLOUR)	10		

I have read the Bid Document and understood all the terms and conditions for the supply of goods as indicated in Schedule-2 of the tender document.

Signature:_____

Name:_____

Address:_____

SCHEDULE - 6: CONTRACT FORM

AGREEMENT

THIS AGREEMENT made on this _____ day of _____ 201 between M/s_____ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and the Bureau of Indian Standards, 9-Bhadurshah Zafar Marg, New Delhi-110002 (hereinafter referred to as the BUREAU, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a manufacturers/ mills/ authorized distributors/ dealers (Details of business)

AND WHEREAS the Bureau is a body corporate, enacted by Parliament. The Bureau intends to purchase _____ on rate contract basis, therefore, invited bids through Open or Advertised / Limited / Single Tender enquiry dated _____

WHEREAS the Contractor (successful bidder) submitted his bid vide _____ in accordance with the bid document and was selected as 'successful bidder' pursuant to the bidding process and negotiation on contract prices, awarded the 'Letter of Acceptance' (LoA) No. _____ to the Contractor on _____.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in :

Schedule-2 (Conditions of Contract) of Tender Document".

(Signature of Contractor/
Authorized Representative)

(Signature of Authorized Officer of the Bureau)

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

**Seal of the Firm/Company
Witness:**

**Seal of the Bureau
Witness:**

(Signature)

(Signature)

Name of Witness _____

Name of Witness _____

Address _____

Address _____

SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE PURCHASER AND THE BIDDERS.

1.	Annexure-1	<p>FORM of BANK GUARANTEE BOND</p> <p>(To be submitted by the bidder for Earnest Money/Performance Security Deposit)</p>
2.	Annexure-2	<p>DETAILS TO BE FURNISHED BY THE BIDDERS</p> <p>(To be submitted by all the bidders in the envelope containing the bid)</p>
3.	Annexure-3	<p>DETAILS OF THE SIMILAR TYPE OF GOODS SUPPLIED BY THE BIDDER DURING LAST 3 YEARS</p> <p>(To be submitted by all the bidders in the envelope containing the bid)</p>
4.	Annexure-4	<p>DECLARATION REGARDING BLACK-LISTING AND/OR LITGATIONS</p> <p>(To be submitted by all the bidders in the envelope containing the bid)</p>

Annexure –1 of SCHEDULE-7

FORM OF BANK GUARANTEE BOND

1. In consideration of Bureau of Indian Standards (hereinafter called 'The BUREAU') having agreed to exempt _____ (hereinafter called "the said Contractor(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank _____ Guarantee _____ for _____ Rs. _____ (Rupees _____ Only) we, _____ (hereinafter referred to as (indicate the name of the bank) 'the bank') at the request of _____ [(Contractor (s) do hereby undertake to pay the Bureau an amount not exceeding Rs. _____ against any loss or demand caused to or suffered or would be caused to or suffered by the Bureau by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We _____ do hereby (indicate the name of the bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Bureau of Indian Standards stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Bureau by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We, undertake to pay to the Bureau any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
4. We, _____ further agree that the Guarantee (indicate the name of Bank) herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Bureau under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of the Bureau (General Administration Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liability under this guarantee thereafter.
5. We further agree with the Bureau that (indicate the name of Bank) the Bureau shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Bureau against

the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of the Bureau or any indulgence by the Bureau to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s) / Supplier (s).

7. We, lastly undertake not to revoke this (indicate the name of bank) guarantee during its currency except with the previous consent of the Bureau in writing.

Dated the day of20
For

(indicate the name of bank)

Annexure-2 of Schedule-7

DETAILS TO BE FURNISHED BY THE BIDDERS

1. Name of the Firm/Company: _____
2. Class of Registration with validity date: _____
3. Value of Registration: _____
4. Address for Communication: _____
5. Telephone/Mobile Number: _____
6. E-mail: _____
7. Details of Proprietor/Partner/Director

Name	Address	Qualification and Experience

8. Annual Turnover of the Firm/Company during previous three Financial Years for supply of cartridges (Certified copies of audited Balance Sheet to be submitted):

Financial Year	Annual Turnover(Rs)	Copies of audited Balance Sheet enclosed(Yes/No)
Previous Financial Year(2011-12)		
2 nd Previous Financial Year(2012-13)		
3 rd Previous Financial Year(2013-14)		

9. PAN, TIN Number of the Firm/Company: _____
10. Service Tax Registration No.: _____
11. 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. Further, it is certified that I/We have read and understood the terms and conditions of 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 Firm/Company

Annexure –3 of Schedule-7

Details of the similar type of Goods supplied by the Bidder during the last 3 years

Name of the Bidder:

Year	Name & Type of Goods supplied	Name & Address of the buyer/customer	Value of the Goods sold	Remarks

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Annexure-4 of Schedule-7

Declaration regarding black-listing and/ or litigations

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the day of 2014

Signature of Bidder_____

Name & Address of Bidder_____

Seal of the Firm/Company

Date: