

Ministry of Science & Technology
Department of Science & Technology
(DST)

Technology Bhavan
New Mehrauli Road
New Delhi-110 016

Tender Document

For

Supply of Original HP Ink Toner/Cartridges for HP Printers

-2-

Government of India
Department of Science and Technology
Technology Bhavan, New Mehrauli Road
New Delhi-110 016

Dated : **22 Sept., 2009**

Tender Notice

Sealed tenders are invited, in two bid system, for supply of HP Ink/ Toner Cartridges of different types and models of HP Printers.

Tender No.12-9/06- Admn. II-A

- i) Submission of Tender: Latest 1500 hrs on 14.10.2009
- ii) Opening of tenders:(Technical Bid)1530 hrs on 14.10.2009
- iii) EMD Amount: Rs.50,000/- (Rupees fifty thousand only)

Interested parties may visit Department Website www.dst.gov.in or www.tenders.gov.in and download the complete tender document and use the same for submitting the bids.

Tenders received through e-mail, fax and courier will not be considered under any circumstances. Tender received without EMD will be rejected summarily.

(RAJIV MAHENDRU)
Under Secretary to the Govt. of India
Tel:26590349

No. 12-9/06- Admn. II-A
Government of India
Ministry of Science & Technology
Department of Science & Technology
(Admn. II-A Section)
Technology Bhawan,
New Mehrauli Road,
New Delhi-110016

Date: **22 Sep., 2009**

TENDER ENQUIRY

TIME AND DATE OF RECEIPT OF TENDER IN DST

LATEST BY 1500 HOURS ON 14.10.2009 , 2009

TIME AND DATE OF OPENING OF TENDERS (TECHNICAL BID) AT **1530 HRS.**
ON 14.10.2009

TENDERERS TO KEEP THEIR OFFERS OPEN FOR ACCEPTANCE TILL 90 DAYS
FROM THE TENDER OPENING DATE i e. UPTO 12.1.2010.

EARNEST MONEY DEPOSIT: Rs. 50,000/- (Rupees fifty thousand only)

For and on behalf of the President of India, sealed tenders are invited in duplicate (original plus one copy containing all documents as in the original tender) **in two bid system** for concluding an Annual Rate Contract for supply of Ink Toner/Cartridges. The Ink Toner/Cartridges are required to be supplied to DST at Technology Bhavan premises, New Delhi.

Tendering firms fulfilling the requirements stipulated in this tender document are requested to quote their competitive lowest prices as per the requirements given in the schedule below:-

Signatures of Bidder

Specifications/Description:

HEWLETT PACKARD INK/TONER CARTRIDGES FOR HP PRINTERS:

Item No.	Description	Unit
1.	Toner Cartridge - Q-1338A	Number
2.	Toner Cartridge Q-2612A	Number
3.	Ink Cartridge C-6656A	Number
4.	Ink Cartridge C-6657A	Number
5.	Ink Cartridge C-8727A	Number
6.	Ink Cartridge C-8728A	Number
7.	Ink Cartridge C-8721Z	Number
8.	Ink Cartridge C-9351(A)	Number
9.	Ink Cartridge C-9352(A)	Number
10.	Ink Cartridge C-6615(A)	Number
11.	C-6625A(17A)	Number
12.	Q-5949A Toner Cartridge	Number
13.	Ink Cartridge 51649A	Number
14.	CB-436A	Number
15.	Q-3960A	Number
16.	Q-3961A	Number
17.	Q-3962A	Number
18.	Q-3963A	Number
19.	C-9720A	Number
20.	C-9721A	Number
21.	C-9722A	Number
22..	C-9723A Toner Cartridge	Number
23.	Q-6000A Toner Cartridge	Number
24.	Q-6001A Toner Cartridge	Number
25.	Q-6002A Toner Cartridge	Number
26.	Q-6003A Toner Cartridge	Number
27.	C-7115A	Number
28.	51629A	Number
29.	C-7115A	Number
30.	C-6614D(20D)	Number
31.	C-8771Z	Number
32.	Ink Cartridge C-8772Z	Number
33.	C-8773Z	Number
34.	C-8774Z	Number
35.	C-8775Z	Number
36.	C-4127X	Number
37.	Q-2670A	Number
38.	Q-2671A	Number
39.	Q-2672A	Number
40.	Q-2673A	Number
41.	Q-9298A Toner Cartridge	Number

Signatures of Bidder

Note for Tenderers:

- i) The tenderers shall clearly bring out the deviations if any, in their Technical Bid for the TE specification on a separate sheet titled "DEVIATIONS".
- ii) The tenderers holding BIS License shall enclose a copy of valid BIS License for ISI marking along with their offer for the models quoted by them.
- iii) Tenderers shall declare about the details of packing by them

Signatures of Bidder

IMPORTANT INFORMATION

1.	PURCHASER	THE PRESIDENT OF INDIA
2.	TWO BID SYSTEM	This tender will be processed in two bid system
3.	FIRM & FIXED RATES	Prices should be quoted on a firm & fixed price basis for the entire currency of the Rate Contract. 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 straightaway without any consideration.
4.	NON TRANSFERABILITY -	This tender is non-transferable.
5.	ANNUAL PURCHASE VALUE	Annual Purchase is estimated at Rs. 25 lakhs. However, no guarantee can be given to the actual quantity that may be ordered against the resultant contract.
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 treated as unresponsive and rejected.
7.	EARNEST MONEY DEPOSIT	An amount of Rupees fifty thousand only has to be submitted by way of Demand Draft, Pay Order/Banker's Cheque/Bank Guarantee from a Scheduled Commercial Bank along with the original copy of the tender submitted by the firm. Payment by any other mode shall not be acceptable. Photocopy of the Demand Draft, Pay Order/ Banker's Cheque/EMD Bank Guarantee shall be attached along with the Duplicate copy of the tender document. Offers received without EMD shall be ignored straightaway and will not be considered under any circumstances. EMD of the tendering firms who submit the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of DST. Proforma for furnishing EMD is attached at Annexure 3 to this Tender Enquiry.

Signatures of Bidder

8.	PERFORMANCE SECURITY	Successful bidders who are awarded the Contract of Ink Toner/Cartridges on the basis of this Tender Enquiry shall be required to furnish a Performance Security of Rs. 50,000/- (Rupees fifty thousand only) through Demand Draft or in the form of a Bank Guarantee from any Scheduled Commercial Bank within 10 days of the award of the Contract. The format for Performance Bank Guarantee (PBG) will be provided by DST along with the award of Contract. In the event of failure on the part of the successful Bidder awarded the Contract to comply with the requirement of Performance Security, EMD furnished with the Tender by such firm shall stand forfeited. "Declaration" for the same is placed at <u>Annexure-1</u>
9.	PRESCRIBED FORMS	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/ Fax/ E-mail/ Letterhead/ Quotations will not be accepted and ignored straightaway.
10	LATE / DELAYED TENDERS	Tenders received after closing time prescribed in this tender enquiry shall <u>NOT</u> be accepted.
11.	PURCHASER'S RIGHT	Purchaser reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons.

Signatures of Bidder

GENERAL INSTRUCTIONS

1. The Contract 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.
2. The prices/rates quoted should be indicated in words as well as in figures and in INR only.
3. Tenderers are requested to quote their prices only on firm & fixed basis. Tenders received with prices quoted on variable basis shall be rejected straightaway.
4. Tenders are invited in two bid system.
5. Tenders should be submitted in duplicate. Duplicate copy should contain the same set of documents as enclosed with the original tender.
6. Quotations 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.
7. Tenderers are requested to enclose a copy of their valid certificate of PAN No. with their tender.
8. Tenderers are requested to enclose a copy of their valid sales tax certificate/ VAT registration number.
9. Tenders received without EMD amount by way of DD or Pay Order/Banker's Cheque/Bank Guarantee in the name of DDO, DST, New Delhi, will not be considered at all.
10. All tender documents attached with this invitation to tender are sacrosanct for considering any offer as a complete offer. Tenderers are, therefore, requested to ensure that all documents duly completed and signed are returned with their offer, failing which, their tender is liable to be treated as incomplete and ignored.
11. The tender documents can be obtained from Section Officer (Admin II-A), Hall E, Warehousing Block, DST on any working day between 10.30 AM to 04:30 PM. before tender closing time. All tenders received before the closing time shall be read out publically at the Raman Auditorium in DST. Tender documents can also be down loaded from the Department website www.dst.gov.in or Government of India tender Portal – www.tenders.gov.in and used for submitting the bids.
12. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in DST will stand automatically extended up to 1430 hours of the next working day in the Central Government offices.
13. Tenders received late/ delayed due to any reason whatsoever will not be accepted under any circumstances. In the event of any confusion, the time set in the clock in the room of Under Secretary (Admn.II-A) will be taken as standard and decisive.

14. Tendering firms are at liberty to be present or authorise 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 authorised to attend the opening of the tender on behalf of a tendering firm should be indicated in the Technical Bid. The representative so deputed should also bring with him a letter of authority from the firm for having been authorised 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. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the participating tenders and outsiders shall not be allowed to attend the tender opening.

15. The sealed tender should be dropped in the Tender Box of Admn. II A Section situated near Reception Room at the entrance of Technology Bhavan, New Mehrauli Road, New Delhi. In case the sealed envelope is larger than the mouth of the Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand to Under Secretary, Admn.II A or S.O. Admn II A, DST before the tender closing time.

Signatures of the bidder

TERMS AND CONDITIONS

**Tender for Supply of HP PRINTER
Ink Toner/Cartridges to DST.**

This tender shall be processed in **two parts** – namely (i) Technical Bid and (ii) Price Bid. The tenderers will submit both the bids simultaneously with the same date of receipt i.e. **1500 hrs on 14.10. 2009**. The price bid will be opened, on the date to be fixed later on and made known to the qualified tendering firm only after technical evaluation of all the offers received has been completed.

2. Both the bids –one containing the technical offer in duplicate duly sealed and –the other price bid in duplicate duly sealed should be submitted in one main cover and the price quotation in the sealed cover will form an enclosure to the main cover. The main cover should also be wax sealed.

3.1 The tenderers should very carefully note that price bid, received after opening of technical bid (**14.10.2009**), though before the date fixed for the opening of price bids will be regarded as late tender and ignored accordingly.

3.2 The price bid submitted by such tenderers, whose offers have been considered as technically not acceptable on the basis of the tender evaluation of the technical-bids, will not be opened. The purchaser reserves the right to not to intimate the price-bid opening date to such tenderers and reject their offers without opening their price-bids.

3.3 All bidders are therefore required to submit their offers in two covers as under:-

- (a) **FIRST COVER** should contain the technical offer giving following details:-
- i) Tender documents duly completed and signed but WITHOUT INDICATING THE RATES QUOTED.
 - ii) Earnest Money Deposit amount.
 - iii) FOR terms, delivery period offered.
 - iv) Performance statement in respect of supplies of HP Printers Ink/Toner cartridges made to Govt. Departments during the last three years
 - v) Copy of PAN No.
 - vi) Sales Tax/ VAT Registration Number copies.
 - vii) Technical details/ Original Catalogues of the Manufacturer carrying complete technical specifications/ brochure of subject stores so provided by the bidders should match with the technical specification of the tender enquiry.
 - viii) Copy of BIS license valid (if any) on the date of Tender Enquiry.
 - ix) Authorization to sign the Tender document.
 - x) Copies of Audited Balance Sheets of 2006-07, 2007-08, 2008-09 with Profit and Loss Statement

- xi) OEM Certification copy from M/s. HEWLETT PACKARD INDIA SALES PVT. LTD.. in favour of tendering firm declaring them as authorized HP Supplies Registered Reseller of original HP Printer (complete range) Ink/Toner Cartridges in the territory of Delhi valid for at least 2 years from the date of tender opening.
- xii) A copy of Certificate from M/s. HP Sales India Pvt. Ltd., Gurgaon showing them as duly authorized by HP as their Registered Supplies Reseller of HP original Ink and Toner Cartridges entitled to MVC Programme benefits.
- xiii) A copy of certification from M/s. HP Sales India Pvt. Ltd. to the effect that the tenderer is entitled to "HP Planet Partner's Programme". KB/NCCF to also provide similar arrangements if they wish to quote.
- xiv) Tenderers registered with DGS&D/NSIC for the subject stores shall submit copy of the Registration Certificate with all amendments upto made.
- xv) Any other relevant document which the firm wishes to submit.

NOTE: This cover should be superscribed "Technical Bid for supply of Ink Toner/Cartridges for HP printers in DST."

Signatures of Bidder

- (b) **SECOND COVER** should contain the Financial offer giving following details:-
- i) Details of rates, taxes, duties quoted by the bidder. These details should be submitted in the format given in Annexure-3.
 - ii) The words “FINANCIAL BID for supply of Ink Toner & Cartridges in DST” should be written clearly and prominently on this envelop along with Tender Number & Date of opening.
- (c) Both the above mentioned covers should be sealed separately and thereafter, be kept in a third cover and again sealed. This cover should also be superscribed with the Tender No., stores and date of tender opening as under:

Tender No.12-9/06. Admin II-A

“ TENDER FOR SUPPLY OF HP INK TONER/ CARTRIDGES AT TECHNOLOGY BHAWAN, N. DELHI NOT TO BE OPENED BEFORE **1530 hrs. on 14.10.2009**”

- (d) The composite bid i.e. offers with rates indicated in the Technical bid shall be summarily ignored.
- (e) Only the first cover i.e. Technical Bid shall be opened on the date of tender opening. Price bids of only those firms will be considered for opening who are technically qualified and shall be opened publicly on a later date which will be notified to the technically qualified bidders.
- (e) The price of the HP Ink/Toner Cartridges should be quoted exclusive of all taxes, duties and other charges. Sales tax and other charges shall be mentioned separately (pro forma enclosed at Annexure-2).

4. **Earnest Money:-**

Firms who are not registered with DGS&D/ NSIC and Kendriya Bhandar/NCCF for the subject stores as per specification shall be required to deposit Earnest Money amount of Rs.50,000/- (Rupees fifty thousand only) along with their Technical Bid. Offers received without Earnest Money or with Earnest Money less than the amount specified will be liable to be summarily ignored. Registration with any other organization or to any other specification will not exempt them from depositing Earnest Money. The firms registered with DGS&D/ NSIC with some monetary limit of registration shall be required to deposit proportionate Earnest Money over and above their exemption limit. In no case the Earnest Money deposited should indicate the price quoted by any firm. Tenders received not in conformity to the EMD guidelines instructions/ conditions in the Tender Enquiry would be liable to be ignored summarily.

5. Public Sector Undertaking/ State Govt. Undertaking/ State owned companies are not exempted from the payment of Earnest Money unless registered with DGS&D/ NSIC.

Signatures of Bidder

6. Firms claiming exemption from depositing EARNEST MONEY must enclose copy of their Registration Certificate along with all its upto date amendments, for the subject stores and specifications. Offer received without these details and without Earnest Money will be ignored.
7. Inspection Authority : Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.
8. Inspecting Officer: Authorized representative of DST, New Delhi
9. Stores Required at: DST, Technology Bhavan, New Delhi
10. Terms of Delivery: Door delivery at DST, Technology Bhavan, New Mehrauli Road, New Delhi-110016.
11. Delivery period: Within 07 days of the placement of confirmed supply order on the RC holding firm.
12. Payment terms: 100% payment shall be released on successful delivery of the Ink Toner/Cartridges at site and also its acceptance. Advance payment will not be made under any circumstances.

13. GUARANTEE/ WARRANTY:

i) Except as otherwise provided in the invitation to the tender the supplier shall guarantee that the HP Ink/Toner Cartridges sold/supplied to the purchaser under this contract shall be absolutely original manufactured by the OEM and of the best quality and new in all respects and shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender enquiry. The supplier hereby guarantees that the said articles would continue to conform to the description and quality aforesaid for a period of twelve months, from the date of supply of the said articles to the purchaser and notwithstanding the fact that the Purchaser (Inspector) may have inspected and /or approved the said articles, if during the aforesaid period of 12 months the said articles be discovered not to 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 replace/rectify the 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 above mentioned warranty period shall apply to the 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.

Signatures of Bidder

ii) Warranty to the effect that before going out of production/discontinuing supplies of any or all the models, the OEM/ tenderer will give adequate advance notice to the purchaser so that the latter may undertake the balance of the annual requirements.

14. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the supplier, the purchaser is not bound to accept the lower offer of Benami or allied or sister concern of the supplier.

15.1 In case offers are received from manufacturers as well as from their authorized distributors/suppliers offers from manufacturers only shall be considered and offers from their agents shall be summarily rejected.

15.2 Offers will be considered from only those firms having a minimum annual turnover of Rupees two crores for each financial year 2006-07, 2007-2008, 2008-2009 & continuously engaged in the business of supplying OEM Ink/Tonner cartridges for printers during last three years.

15.3 Authorisation Certificate from OEM (M/s.H.P.) shall be enclosed along with the technical bid. Technical bid received without Authorisations shall be rejected.

16. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire quantity stores contracted for, arrive in good condition at the destination and are accepted.

17. All firms are required to submit the following alongwith their quotation failing which their offer will be ignored:

- a) Name and full address of the Banker.
- b) Performance statement as enclosed (in triplicate.)

18. Tenderers who are registered with DGS&D/NSIC for this particular item should submit the photocopy of Registration Certificate with all amendments upto date.

Signatures of Bidder

19. **Duties & Taxes**

i) **Excise Duty:** The tenderers must clearly indicate in their financial bid the rate/ quantum of Excise Duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. If it is intended to ask for excise duty or any other charges extra, the same must be specifically stated. In absence of such stipulation it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained. They should also indicate their Excise Duty Registration. In the case of Small Scale Industrial Units, they should indicate the rates of Excise Duty in various turnover slabs.

If a tenderer states in his financial bid that the Excise Duty is nil, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him during the currency of the rate contract.

If a tenderer states in his financial bid that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded by the normal rates of excise duty for the equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise Duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

(ii) **Sales Tax:** Tenderers should indicate in their Financial Bid whether the prices quoted are exclusive or inclusive of sales tax. They should indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax with & without Form-“C”. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.

(iii) **Octroi Duty and Local Taxes:** Normally the stores supplied to Government Departments against Government Contracts are exempted the from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies against production of Exemption Certificate from authorized officers. As the tenderers are requested to quote their prices on F.O.R. destination, door delivery basis, Octroi Exemption Certificate will not be issued by this Department and any separate charges for Octroi & local taxes will be borne by the supplier himself only.

20. TENDERERS ARE REQUESTED TO QUOTE THEIR PRICES ON F.O.R DESTINATION BASIS (Free delivery to the consignee's premises).

21. The Purchaser reserves the rights to give a purchase/price preference to offers from small scale industries etc. and or from other firms in accordance with the policies of the Govt. in force from time to time.

Signatures of Bidder

22. The decision of the DST shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers should be borne by the suppliers themselves. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects. The acceptance of articles will be given only when the articles are inspected and found upto the specifications given in the tender enquiry and free from all defects. The rejected items must be removed by the tenderers from the consignee's premises within 07 days from the date of the information about their rejection. The in-charge stores concerned will take reasonable view of such materials but in no case shall be responsible for any loss, shortage, damage that may occur to it while it is in the premises of the consignee.

23. Articles supplied will include all operation manuals, installation and performance guide etc. complete in all respect.

24. Only those firms should respond who are the manufacturers or directly authorized suppliers/ distributors/ OEM approved vendors for sale in the territory of Delhi. The authorization should be on or before the date of opening or the Technical bid.

25. Item-wise price should be quoted. In case of bundled price, the offer shall be summarily rejected. Original technical brochures in support of each item quoted must be attached with the tender.

26. **Liquidated Damages:** In case the firm does not complete the supply within delivery period, action will be taken against the firm to recover from the supplier as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to $\frac{1}{2}$ % per week of the price of any stores which the supplier has failed to deliver within the period fixed for delivery of such stores. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total contract price.

27. **Fall Clause:**

27.1 The prices charged for the stores supplied under the Contract by the Supplier shall in no event exceed the lowest price at which the Supplier sells or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed.

Signatures of Bidder

27.2 If at any time during the said period, the Supplier reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or Department of Central Govt. or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the DST and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to :

- (a) Export/deemed Export by the Supplier
- (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
- (c) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

28. EMD will be returned to the unsuccessful bidders immediately after award of the Contract to successful bidders. Successful Bidders awarded the Contract will have to submit a Performance Security of Rs. 50,000 (Rupees fifty thousand only) by way of a Demand Draft or in the form of a Bank Guarantee from any Nationalized Indian Bank within 10 days of the award of the Contract. The format for such purpose will be provided by DST alongwith the Contract. In case of failure on the part of the Supplier awarded the Contract to comply with the request of Performance Security, EMD furnished with the Tender by such firms shall stand forfeited.

29. DST reserves the right to conclude parallel Contracts with a number of manufacturers/ suppliers and place supply orders which may be the most economical to it or suitable to its requirements.

30. In the event of any disputes arising out of the execution of Rate Contracts/ supply Orders, the matter will be referred to Head of the Department. Appeal against the decision of the HOD will lie to the Joint Secretary (Administration), DST.

30. For judicial adjudication of the disputes, if any, arising out of the Contract/ supply Orders against the Contract will be subject to the jurisdiction of the Courts in Delhi only.

Signatures of Bidder

31. Intending Tenderers will have to furnish a copy of their PAN No, Audited Balance Sheets for the Financial Years 2006-2007, 2007-2008, 2008-09 alongwith profit & loss statement. Photocopies of the BIS Certificate issued by the BIS should also be submitted alongwith the tender

32. 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.
- c) Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company. In support of authorization, a copy of General Power of Attorney duly signed by MD or Board of Directors must be attached. The GPA should be furnished, duly attested, by a Notary Public.

NOTES:

In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

In case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any partner, the tender and all other related documents must be signed by all partners of the firm.

A person signing the tender form or any documents forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the persons so signing had no authority to do so, DST may, without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

33. The tenderer **should sign each page of the tender and all its Annexures.** NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.

Signatures of Bidder

34. The tendering firms will have to give a declaration to the effect that they have not been blacklisted or their business dealings with the Government departments have not been banned. This declaration may be furnished in the format given in Annexure – 1 attached to this Tender Document.

35. **IMPORTANT**

The Contract shall be awarded to only those suppliers who on the date of Tender opening are duly authorized by M/s. Hewlett Packard India Sales Private Ltd. (HP for short) as HP's Registered Supplies Reseller of HP Original Ink and Toner Cartridges entitled to MVC Programme benefits and duly authorized by HP to bind them into a Tripartite Agreement involving HP, DST and the supplier (HP – Reseller). Further, quotes of only those HP Resellers would be considered who have the authority from HP for entering into 'HP Planet Partner's Programme' – return and recycling Programme for returning all empty Toner and Ink Cartridges to HP with redemption of points with new Ink/Toner Cartridges and offer the same benefits to the Department. Documentary proof of the same shall be submitted along with the tender. Kendriya Bhadar/NCCF shall have to ensure these arrangements if they wish to quote against this tender.

It will be the responsibility of the HP Registered Reseller/HP to ensure that condition specified in this Tender are adhered to. Deviation in regard to firm and fixed prices for the entire currency of R/C period will strictly not be allowed. No guarantee will be given in DST for minimum consumption of quantity or value during the Contract period.

Signature of Witness:

Signature of Tenderer:

Full name & Address of witness.
in Block letters

(1) Full Name & Address of the
Persons signing (In block letters.)

(2) Whether signing as Proprietor / Director /
Partner / Constituted Attorney duly
Authorized by the company.

Signatures of Bidder

DECLARATION

From:-

M/s.....

.....

.....

To

The Under Secretary, Admn. II-A,
Department of Science & Technology,
Technology Bhavan, New Mehrauli Road,
New Delhi-110 016.

Dear Sirs,

I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Bank Guarantee/ Performance Security, as applicable, in the format to be provided by your office as pre-condition for obtaining the Supply Order.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Department of Science and Technology, New Delhi immediately after we are informed but in any case not later 10 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the currency of the Contract with you.

Yours sincerely,

(Signature of the Tenderer)

Name:.....

Designation with Seal of the Firm

Date:

PRO FORMA FOR FINANCIAL BID**(TO BE RETURNED WITH FINANCIAL BID DOCUMENT ONLY)**

Item No.	Description	Unit	Price per Unit in Rs.	Duties & taxes/ in Rs.	Net Destination cost In Rs.
1.	Toner Cartridge Q-1338A	Number			
2.	Toner Cartridge Q-2612A	Number			
3.	Ink Cartridge C-6656A	Number			
4.	Ink Cartridge C-6657A	Number			
5.	Ink Cartridge C-8727A	Number			
6.	Ink Cartridge C-8728A	Number			
7.	Ink Cartridge C-8721Z	Number			
8.	Ink Cartridge C-9351(A)	Number			
9.	Ink Cartridge C-9352(A)	Number			
10.	Ink Cartridge C-6615(A)	Number			
11.	C-6625A(17A)	Number			
12.	Q-5949A Toner Cartridge	Number			
13.	Ink Cartridge 51649A	Number			
14.	CB-436A	Number			
15.	Q-3960A	Number			
16.	Q-3961A	Number			
17.	Q-3962A	Number			
18.	Q-3963A	Number			
19.	C-9720A	Number			
20.	C-9721A	Number			
21.	C-9722A	Number			
22..	C-9723A Toner Cartridge	Number			
23.	Q-6000A Toner Cartridge	Number			
24.	Q-6001A Toner Cartridge	Number			
25.	Q-6002A Toner Cartridge	Number			
26.	Q-6003A Toner Cartridge	Number			
27.	C-7115A	Number			
28.	51629A	Number			
29.	C-7115A	Number			

ANNEXURE - 2- continued

30.	C-6614D(20D)	Number			
31.	C-8771Z	Number			
32.	Ink Cartridge C-8772Z	Number			
33.	C-8773Z	Number			
34.	C-8774Z	Number			
35.	C-8775Z	Number			
36.	C-4127X	Number			
37.	Q-2670A	Number			
38.	Q-2671A	Number			
39.	Q-2672A	Number			
40.	Q-2673A	Number			
41.	Q-9298A Toner Cartridge	Number			

Signatures of Bidder

PROFORMA FOR BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the “tenderer”)
has submitted their offer dated.....
for the supply of HP Ink/Toner cartridges
(hereinafter called the “tender”)
against the purchaser’s tender enquiry No.12-9/06- Admn. II-A.

KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound unto President of India,
Department of Science & Technology, New Delhi.
(hereinafter called the “Purchaser”)
in the sum of Rs. 50,000 (Rupees fifty thousand only) for which payment will
and truly to be made to the said Purchaser, the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the
said Bank this..... day of2009.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity (26-02-2010) and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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