



Notice Inviting e-Tender

for

**Award of Annual Rate Contract for Supply of Ink/Toner
Cartridges**

for

**Indian Institute of Corporate Affairs
M/o Corporate Affairs
Govt. of India**

[e-NIT No. IICA/15-30 /2016/NIT/ T - \(1\)](#)

[F. No. IICA/15-30/2016]

Indian Institute of Corporate Affairs
M/o Corporate Affairs
Government of India

No. IICA/15-30/2016/NIT/T - (1)

Plot No. 6, 7, 8, Sector – 5
IMT Manesar, Manesar
District – Gurugram, Haryana
PIN – 122052

Dated: 25th November, 2016

Sub: Notice inviting e-Tender for Award of Annual Rate Contract for Supply of Ink/Toner Cartridges – Reg

Indian Institute of Corporate Affairs, under Ministry of Corporate Affairs, invites offers/bids under two bid system from “OEM Company of HP/Samsung/Canon/Toshiba/Kyocera Ink/Toner Cartridges under Most Valued Customer Program (MVC) and their Delhi NCR region based authorized dealers/resellers/distributors/channel partners/franchisees/ASPs”, for supply of Ink/Toner Cartridges for HP/Samsung/Canon/Kyocera/Toshiba make Printers/Fax Machines/Copier Machines on “as and when required” basis during one year for official use for its office location at IMT, Manesar, Gurugram, Haryana initially for a period of one year from the date of award of the ARC, as per terms and conditions detailed out in the e-NIT.

2. The same may be extended for a period of another two more years subject to satisfactory performance of the bidder, on the same rates, terms & conditions with the mutual consent of both the parties.

3. IICA intends to enter into an "Annual Rate Contract" for procurement of Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/Fax Machines/Copier Machines to meet its requirement of different type of Ink/Toner cartridges. The procurement would be made on "as and when required" basis up to date of validity of the ARC. The quantity may be increased or decreased depending upon actual requirements.

4. Interested OEMs or their authorized dealers/resellers/distributors/channel partners/franchisees ASPs, who are willing to supply the Ink/Toner Cartridges on credit basis under "Annual Rate Contract", are requested to kindly submit their competitive bids/offers to meet the requirement.

5. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the tender document or reject any or all the applications (offers) without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.

6. All the prospective bidders are requested to read and understand the terms and conditions of the contract as detailed in the e-NIT document before submitting their bids, as no change or violation of the terms and conditions are permissible once the bid is accepted by this office.

Sd/-

(D. Kalita)

Tender Inviting Authority
IICA, M/o Corporate Affairs

Tel: 0124-2640174

:: IMPORTANT INFORMATION SCHEDULE ::

SL. NO.	HEAD	DESCRIPTION
1.	Tender Submission Mode	<ul style="list-style-type: none"> The tenders are being invited through e-procurement system of Central Public Procurement Portal- CPPP (e-procure.gov.in) of Government of India. Bidders are requested to apprise themselves of the provisions of e-procurement system and submit their respective bids through e-procurement systems at www.eprocure.gov.in.
2.	SITC	<ul style="list-style-type: none"> Maximum within 36 hours from the time of intimation through telephone, email by the authorized officer of IICA.
3.	Date of Issue	25 th November, 2016
4.	Tender Document Availability	<ul style="list-style-type: none"> The tender document can be previewed and downloaded from the e-procurement module of Central Public Procurement Portal of Govt. of India at www.eprocure.gov.in as well as from the website of the organization (www.iica.in) under “Tender” section, on the home page.
5.	Bid Submission - Deadline	3:00 P.M. on 15 th December, 2016
6.	Bid Opening	3:30 P.M. on 15 th December, 2016
7.	Venue (Bid Opening)	<ul style="list-style-type: none"> The tenders will be opened on 15th December, 2016 at 3:30 PM. within the e-procurement module of Central Public Procurement Portal of Govt. of India at www.eprocure.gov.in.
8.	Tender Inviting Authority	<p>Sh. D. Kalita Head, IT Department Indian Institute of Corporate Affairs, Plot No. :- P 6,7,8 Sec. 5, IMT, Manesar District-Gurugram, Haryana PIN Code - 122052</p> <p>Phone No. : +91-(0124)- 2290203 / +91-(0124)- 2640174 Fax No. : +91-(0124)-2291036 Email : debarun.kalita@gov.in / sa-iica@gov.in</p>

9.	EMD	<ul style="list-style-type: none"> An earnest money (EMD) of Rs. 10,000.00 (Rupees Ten Thousand) in the form of bank draft in favour of Indian Institute of Corporate Affairs, payable at New Delhi may be submitted in original through Speed Post/Courier/Registered Post/By hand to the tender inviting authority. The earnest money will be refunded to the unsuccessful tenders after finalization of the contract.
10.	EMD Submission	<ul style="list-style-type: none"> The EMD (in original), enclosed in a sealed envelope and duly addressed to the Tender Inviting Authority by name, should invariably reach the tender inviting authority by 3:00 P.M. on ___ December, 2016 by all means.
11.	Performance Bank Guarantee	<ul style="list-style-type: none"> Successful bidder will have to deposit performance security money of Rs. 50,000.00 (Rupees Fifty Thousand) 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 Toner/Ink Cartridges supplied is not up to the mark.

Sd/-

(D. Kalita)

Tender Inviting Authority
IICA, M/o Corporate Affairs
Tel: 0124-2640174

PART A

:: INSTRUCTION TO BIDDERS ::

A. Pre-Qualification/Eligibility Criteria

The bidder should satisfy the below mentioned criteria and should invariably submit valid documentary evidence (through e-procurement system) to support the eligibility claim:

1. The bidder should not have been debarred or blacklisted by any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs.
2. IICA reserves the right to carry out the capability assessment of the bidder and the decision of the competent authority in IICA shall be final in this regard.

B. Guidelines on Bid submission

1. The language of the documentation & details in the bids must be in standard official Indian English.
2. 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.
3. All erasures and alterations made while filling the tender must be attested by initials of the bidder. 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.
4. 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.
5. The bidder is required to furnish the information as sought in Annexure(s), entailed in the e-NIT document, failing which the bid shall be summarily rejected.
6. The complete tender document and all other required enclosures / documents / Annexure(s) should be signed on each page by the Authorized Person / Signatory and be submitted accordingly, failing which the bid shall be summarily rejected. 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 stipulated.

7. The successful bidder shall be required to sign the agreement. The draft agreement is given at Annexure - II.
8. All bids are to be submitted under two bid system. The **E-tender** shall be submitted in two parts:

a. **Technical Bid**: The technical bid must be accompanied along with the following documents compulsorily, failing which the tender will be rejected: -

- i. Copy of Certificate of Incorporation, if any.
- ii. Copy of memorandum & articles of association (if applicable).
- iii. Copy of Service Tax Registration certificate.
- iv. Copy of PAN Card.
- v. Copy of VAT Certificate.
- vi. Up-to-date Sales Tax Clearance certificate/VAT registration certificate indicating also the TIN number of the firm.
- vii. An undertaking stating that the bidding agency has not been blacklisted or terminated or debarred by any Govt/Authority/Department. An affidavit to that effect on Non-Judicial stamp paper of 50/- duly notarised shall be enclosed and submitted along with the technical bid.
- viii. The firm has to give a self declaration that the terms and conditions, as indicated in the tender document, are acceptable to the firm.
- ix. As a token of acceptance and having understood/agreed to the terms and conditions as specified in the tender document, duly signed tender document by an authorized signatory along with the seal of the firm, in original.

b. **Financial Bid**: The Financial bid shall contain details only as per prescribed proforma as entailed below. The financial bid should be submitted having following details:-

- i. The rates must be quoted only for genuine HP/Samsung/Canon/Toshiba/Kyocera make Ink/Toner Cartridge and should be clear in all respects and typed as per Proforma, prescribed herein. No addition/alternation/overwriting is permissible. Handwritten bids shall not be accepted.

- ii. All the cells/boxes of the “Financial Bid Proforma” shall be duly filled. In case the bidder doesn't want to quote for a particular item (s), it should be mentioned 'Not applicable' clearly.
- iii. The Financial Bid/rates should have the stamp in original of the firm and signed by the bidder or his authorized signatory on each page.
- iv. The rates quoted should be excluding of all taxes. The taxes should be indicated separately.
- v. The bidder should quote only one rate for any particular item for which the bidder is capable of supplying as per the specification mentioned.
- vi. The rate shall be valid for a minimum period of one year with effect from the date of award contract. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
- vii. Any discount being offered by the bidder should be mentioned clearly on first page of the financial bid.
- viii. The bidder shall submit only one financial bid as per the prescribed pro forma.
- ix. Financial bid of firms will not be considered if their technical bid does not contain documents as stipulated and prescribed in the tender notice.
- x. Rates quoted should not be above MRP. It may be noted that no compromise on quality would be made and no bidding agency will be permitted to change specifications mentioned in tender notice and if any bidder submits bid with changed specification, its bid will be outright rejected.
- xi. Rates should be inclusive of delivery charges and should be quoted according to the given item specifications. The bid to be inclusive of transportation cost, lodging/ boarding cost, out of pocket expense cost etc. (if any). In short, charges to be quoted in totality and no extra amount would be payable under any circumstances and should cover entire scope of work.
- xii. The rates quoted in the financial bid should be exclusive of all applicable taxes, duties, levies and expenses payable to any party or government. All applicable taxes, duties, levies and expenses payable to any party or government with detail of tax component, should be indicated in the respective cell, against the quoted cartridge, as entailed and elaborated in the “Financial Bid Proforma”, furnished herein.

9. The bid is to be submitted in prescribed format on bidder's business letter head duly stamped and signed and dated on each page as their unconditional acceptance to the terms prescribed by IICA. Details/supporting documents wherever applicable, if attached with the bid should be duly authenticated by the bidder. No over-writings shall be accepted unless authenticated with full signature of the bidder.
10. **IICA shall not be bound by any printed conditions or provisions in the Bidder's Bid.**
11. The seal of the company must be affixed on all pages of the technical and commercial bid.
12. All papers comprising the bid must be serially numbered. The page number/s of each document in support of the eligibility criteria should be clearly mentioned at the appropriate place.
13. Any deviation of any sort shall be categorically mentioned and specifically indicated in the submitted bid.
14. Silence or use of the word "Noted" against any of the bid conditions, as outlined in the tender document, shall be construed as acceptance of the same.
15. **Earnest Money Deposit:**
 - i. INR 10,000/- (Indian National Rupees Ten Thousand only) by way of demand draft/banker's cheque, in favour of Indian Institute of Corporate Affairs, payable at Delhi, to be submitted/deposited by hand or to be delivered by speed post service/registered post/private courier to Sh. D. Kalita, Tender Inviting Authority, not later than the last date of submission of bid.
 - ii. Name of the bidder must be written on the reverse side of the demand draft/banker's cheque.
 - iii. **A scanned copy of the EMD is also to be compulsorily enclosed along with the technical bid when submitted in the e-procurement system of CPPP, GoI.**
 - iv. Bid not accompanied by earnest money shall be outright rejected and bid shall not be considered further.
 - v. 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.
 - vi. The date of issue of EMD shall not be earlier than the date of issue of this tender notice.
16. **Cost of Bid preparation:** The bidder shall bear all costs associated with the preparation and submission of their bids and IICA shall in no case be responsible or liable for such costs regardless of the result of the bidding process. The bidder whose bid is not accepted shall not be entitled to claim any cost, charges and expenses of and incidental to or incurred by him

through or in connection with his submission of bid, even though IICA may elect to modify/withdraw the tender.

17. **Bid Currency:** All costs and charges related to the bid shall be expressed and indicated in Indian Rupees only.

18. **Performance Guarantee:**

- i. The selected bidder shall be required to furnish a **Performance Bank Guarantee of INR 50,000/- (Indian National Rupees Fifty Thousand only)** as per purchaser's prescribed proforma (Annexure - VII), in the form of an unconditional and irrevocable bank guarantee (to be executed on Rs. 100 Non Judicial Paper) from a scheduled commercial bank / Nationalized bank, in favour of **"Indian Institute of Corporate Affairs, New Delhi"**.
- ii. Performance bank guarantee would be returned in original to successful bidder, only after successful execution of the contract in all its entirety and obligations and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.
- iii. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.
- iv. All expenses, commissions and interests related to issuance and surrendering of the performance guarantee, accrued to the bank, shall be at the sole cost of the bidder.
- v. The bidder, who has caused and delivered the performance guarantee, shall not be entitled to put forth any accrued interests thereon.
- vi. Performance Bank Guarantee is to be executed and submitted in favour of 'Head, IT Department, Indian Institute of Corporate Affairs, Ministry of Corporate Affairs, Govt. of India, IMT, Manesar, District – Gurugram, Haryana' within ten days of awarding the tender.
- vii. The initial performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor including warranty obligations and extension period, if any.
- viii. The performance guarantee shall be denominated in Indian rupees and shall be a bank guarantee in favour of IICA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- ix. The successful bidder has to renew the bank guarantee on same terms and conditions for a period of up to two months after completion of the contract if the contract period is extended after the initial contract period.
- x. The bank guarantee / DD / FD must be submitted after award of contract within a period of 10 days from the date of written notification of award of contract to the bidder, but before signing of contract, using the performance security format as entailed in Annexure – VII, herein.

- xi. The proceeds of the performance security shall be payable to IICA as compensation for any loss resulting from the bidder's failure to complete its obligations under this bid. IICA shall notify the bidder in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the bidder is in default.
- xii. The performance security shall be discharged by IICA and returned to the bidder within 60 days from the date of final certificate, certifying the fulfilment of the performance obligations under this bid.
- xiii. The bidder shall furnish amendment to the performance guarantee, if required, within 15 days of notification.

C. Terms, Conditions and Scope of Contract

The terms and conditions of Contract are indicated below:

1. The invitation is open to OEM Company of HP/Samsung/Canon/Toshiba/Kyocera make Ink/Toner Cartridges and their Delhi NCR region based authorized dealers/resellers/distributors/channel partners/franchisees/ASPs, for supply of Ink/Toner Cartridges for HP/Samsung/Canon/Kyocera/Toshiba make Printers/Fax Machines/Copier Machines, who are having at least 03 years of experience in supplying of Ink/Toner Cartridges to the Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs. The bidder should be located in National Capital Region of Delhi.
2. Rates mentioned in the quotation if accepted shall remain firm during the rate contract period and no requests for any increase in the rates will be entertained during the contract period. No escalation in rates will be allowed during the contract period.
3. No requests for payment in advance or no invoices raised for any advance payment shall be entertained or accepted at any point, during the entire duration of the contract, including any extension period, if any.
4. IICA will not accept any duplicate/substandard items. If the supplier is not able to supply the original items, necessary action as deemed fit and appropriate by the competent authority, shall be taken against the firm i.e. imposition of penalty, cancellation of contract or forfeiture of EMD/Performance Security Deposited with the contract, including blacklisting of the firm.
5. The firm should be in a position to supply the Ink/Toner Cartridges on short notice and also as and when needed. The firm should be able to supply these items on all public holidays /Saturdays /Sundays as well.
6. The supplier will be responsible for delivery of goods in good condition at their own risk and cost.
7. Rates should be quoted in prescribed financial bid Proforma, entailed in the e-NIT document. The rates should be inclusive of excise duty, freight, transportation, packing, forwarding, handling etc. but excluding of VAT/CST and local taxes as applicable, if any.
8. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the tender documents or reject any or all the applications (offers) without giving any notice or assigning any reason thereof. The decision of competent

authority in this regard will be final and binding.

9. Duly constituted committee shall open and evaluate the bids. The lowest quoted bidders shall be chosen on the basis of total bid price received. However, the lowest has to match the price of other technically responsive bidder for the items for which his/their rates are higher. IICA may consider appointing more than one supplier on the same rates.
10. After expiry of contract, IICA may extend the contract for the period decided by the competent authority.
11. In case of repeated failure to supply the Ink/Toner Cartridges intended by IICA, within the stipulated time, the intended Ink/Toner Cartridges will be procured from the open market and difference of the cost, if any, will be recovered from performance security or from pending bills. The firm shall also be barred from participating in future tenders of IICA.
12. The period of contract shall be for a period of 1 year with effect from the date of award of the "Annual Rate Contract". The award of contract is non-transferable and can't be sub-tendered.
13. **Supply, Delivery & Installation:**
 - i. The supply shall have to be made within 36 hours from the date of issue supply order/work order/official intimation or as desired in the order, failing which competent authority reserves the right to take necessary action against the firm.
 - ii. The toner cartridges should be supplied as per the timeframe stipulated in pt. (i) above and delivered on door delivery basis. Unloading of toner cartridges and subsequent installation shall be responsibility of the contractor.
 - iii. Failure on part of the contractor to supply, deliver and install the intended Ink/Toner Cartridges within the time frame, as stipulated in pt. (i) above shall, without prejudice to the other remedies available under the terms of the contract, attract levy/imposition of penalty on the contractor to the extent of 10% of the contract value of delayed supplies or as the competent authority in IICA deems fit, subject to a maximum penalty of 50% of the contract value of delayed supplies.
 - iv. The agency must confirm in writing that the toner cartridge supplied by them shall be as per specification of toner cartridge and of superior quality as mentioned in the e-NIT document.
 - v. The delivery of goods in good condition shall be responsibility of bidder at IICA without any extra charges.
 - vi. All cartridges shall be received subject to approval on inspection. Rejected items shall be removed/replaced by the supplier at its cost and risk, immediately or maximum within 24 hours.
 - vii. The firm should be in a position to supply the items on short notice and also as and when needed on urgent basis even without formal supply orders.
 - viii. No incidental charges will be paid by IICA.
 - ix. In case a supplier is not able to supply the above items, which have been requisitioned on urgent basis on telephone without formal supply order, within the stipulated period of time, the contract shall be cancelled and the Performance Security shall also be forfeited immediately.
 - x. Direct Line Telephone Number(s), Mobile Number(s), Fax Number(s), Official E-Mail Id(s) of the concerned person of the contractor, should be indicated and clearly mentioned, for urgent communication of urgent/high priority/immediate needs/requirements of Ink/Toner Cartridges at IICA. Orders for urgent/high

priority/immediate requirements/needs of Ink/Toner Cartridges, if any, shall be placed over Telephone, Fax, E-Mail or any other form and means of communication as may be deemed fit by the concerned officer at IICA.

- xi. The supply, if found not up-to the mark as per approved item or deficient due to any other reason, shall be rejected at once and will have to be removed/replaced immediately.
 - xii. In case of failure, rejected supply can be disposed by IICA and no claim for the same shall be entertained. In addition to above, the performance security shall also be forfeited and the contract to supply shall also be cancelled.
14. IICA reserves the right to cancel the contract or to withhold payment in the event of non-commencement or unsatisfactory performance by the bidder. In such eventuality, IICA further reserves the right to purchase the item from any other firm/ market and the cost of the same shall be borne by the contractor.
 15. Contractor can be de-barred or black listed if found to be indulging in wrong/ unethical practices or sub-standard material.
 16. The tender is governed under 'Fall Clause'.
 17. The items are generally purchased on month to month basis. However, the procurement of the above items would be purely "on need" basis without any guarantee for any minimum quantity. Hence, IICA shall not be liable to take any or all items included in the Rate Contract(s) with the LI Bidder(s) during its validity.
 18. In case the appointed supplier is found in breach of any condition(s) of the contract at any stage or services of the supplier is found not to the satisfaction of the competent authority in IICA, the contract may be terminated. The decision of the competent authority in IICA shall be final and binding in this regard.
 19. If the contractor after submission of bid and/or due acceptance of the same fails to abide by the terms and conditions of the tender document, and/or execute the delivery as per prescribed schedule, IICA will have the right to forfeit the EMD, invoke the performance security deposited by the contractor and get the work done from other firm at the risk and consequences of the firm. The decision of the competent authority in IICA in this regard will be final and binding.
 20. IICA reserves the right to terminate the ARC at any point of time without assigning any reason thereof. Further, all disputes in respect to this ARC shall be subject to the Indian laws and jurisdiction of the courts located in Delhi only.
 21. The registered/branch office of the bidder should be located in Delhi.
 22. Hypothetical or Conditional Tender shall not be considered and will be rejected summarily.
 23. This tender is non transferable.

D. Commercial Terms and Conditions

1. Payment for successful supply of Ink/Toner cartridges shall be made within fifteen days from the date of issue of bill to this office, subject to necessary certification by concerned officer certifying satisfactory supply, installation and performance of the supplied Ink/Toner cartridges.
2. Standard LD clause for delay in supply/completion of job @ 2% per week subject to max 30% will be applicable.
3. Payment will be made on quarterly basis, only after the completion of each quarter. For this the Service Provider will raise the bill at least two weeks in advance before the end the each quarter.
4. Payment against Bill/Invoice shall be released only after supply/inspection and observance of satisfactory performance of the item.
5. Payment will be made direct to the supplier through A/C payee cheque or through any other payment mode as deemed fit by the Accounts Officer in IICA.
6. Receipt of material is subject to inspection.
7. Bills shall be submitted along with a copy of delivery challan duly signed by the Dealing Assistant of IT department, unfailingly.
8. Statutory deductions as applicable such as TDS at prevailing rates will be deducted from the contractor's bills, where applicable.

E. Amendment of Bidding Documents

1. At any time prior to the deadline for submission of bids, IICA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by issuing amendment(s).
2. Any amendment(s)/modification(s) shall be uploaded and published on the e-procurement system of Central Public Procurement Portal of GoI as well as on IICA's website www.iica.in, and these will be binding on the prospective bidders.
3. In order to allow eligible bidders a reasonable time to take the amendment into account in preparing their bids, IICA, at its discretion, may extend the deadline for the submission of bids, which shall accordingly be published on the e-procurement system of Central Public Procurement Portal of GoI as well as in IICA's website.
4. Responsibility for checking of any amendments/changes made to the bid, corrigendum issued as well as any related notices published on the e-procurement system of Central Public Procurement Portal of GoI as well as on the IICA's website, with respect to the bid shall rest solely with the bidder. IICA shall in no way be held responsible for non-intimation of the same to the respective bidders.

F. Penalty

In case it is found at any stage that the quality of supplied toner cartridges is inferior to that already approved, the contract is likely to be cancelled and suitable penalty imposed on the agency, as decided by the competent authority in IICA, which can extend to blacklisting of the agency also.

G. Agreement

The successful bidder shall sign the Agreement, as per prescribed format (Annexure - II) and submit the same to the "Tender Inviting Authority" within 03 days of notification of award of contract.

H. Campus visit

The bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize itself with the "Site of Service" and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the bidder's own expense.

I. Period of Validity of Bid

1. Bid shall remain valid for a period of **120 days**, from the due date of bid submission. Any bid valid for a shorter period shall be rejected as non-responsive.
2. In exceptional circumstances, IICA may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

J. Opening of Bid by IICA

1. Bid will be opened on **15th December, 2016 at 3:30 P.M.** in presence of the bidders or their representatives who may like to be present.

K. Examination and Evaluation of Bids

1. Bid without all the necessary supporting documents, as sought herein, shall be rejected.
2. Bid without a valid bid security in the prescribed format will be rejected.
3. Bid without a valid Power of Attorney/ Authorization for signing of bid will be rejected.
4. Vague, conditional and incomplete shall be out right rejected.
5. Bid not meeting eligibility requirements as specified will be rejected.
6. Only those bids meeting eligibility requirements as per specification in bid document will be further evaluated.
7. IICA may ask bidder(s) for additional information, visit to bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.
8. IICA shall have the right to assess the competencies and capabilities of the bidder by going through the credentials given in the technical bid and on the basis of such credentials, IICA may reject the candidature of the bidder without assigning any reason. In such case(s) the financial bid shall not be opened for that particular Bidder. The financial bid of only those parties who qualify in the technical scrutiny shall be opened.
9. The financial bid will be strictly as per the prescribed format. Only the price quoted in the financial bid will be considered. Any conditions / terms and conditions inserted in the financial bid will be ignored.
10. If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IICA shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.
11. From the time the bid is opened to the time the contract is awarded, the bidders should not contact IICA on any matter related to its qualification, technical and/or financial proposal.
12. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom the bidder has submitted the tender or the authority who is competent finally to accept it after the bidder has submitted the tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration. Any effort by bidders to influence IICA in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the bid.
13. IICA will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as below:

(a) Stage – I (Technical Evaluation):

IICA shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD & tender fee, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to be submitted with technical bid are submitted and whether bids are completed and generally in order.

(b) Stage – II (Financial Evaluation):

The Financial bids of only those firms which qualify technically shall be opened on a convenient date as decided by the Tender Inviting Authority. The eligible firms shall be informed in this regard. The financial bid(s) shall be evaluated on the basis of the total cost quoted by the bidder.

14. **Evaluation Criteria:** The bids will be evaluated on the basis of weighted average wherein each cartridge model / make will be attached a predetermined weight (as shown in financial-bid format). The sum of price of all cartridge multiplied by corresponding weight divided by total weight will determine the lowest bid.

Example

VENDOR X

Model	Weight	Price
Cartridge A	11	1250
Cartridge B	15	1000
Cartridge C	22	900
Cartridge D	21	750

VENDOR Y

Model	Weight	Price
Cartridge A	11	1000
Cartridge B	15	1100
Cartridge C	22	800
Cartridge D	21	950

$$\text{Average weighted price for vendor X} = \frac{1250 \times 11 + 15 \times 1000 + 900 \times 22 + 750 \times 21}{(11+15+22+21)}$$

$$= \underline{13750+15000+19800+15750}$$

69

= 931.88

Average weighted price for vendor Y = $\frac{1000 \times 11 + 15 \times 1100 + 800 \times 22 + 950 \times 21}{(11+15+22+21)}$

= $\frac{11000+16500+17600+19950}{69}$

69

= 942.75

Since, average weighted price for vendor X is lower than Y; hence vendor X will be selected.

L. Clarification of Bids

To assist the examination, evaluation, assessment and comparison of the submitted bids, Tender Inviting Authority may constitute a Technical Evaluation Committee and may ask the bidder for clarification of its bids. The request for clarification shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

M. Taxes, Duties & Discounts

1. Bidder awarded the tender shall be responsible for all taxes, duties, license, fees etc. incurred until delivery of the contracted services to IICA. No tax or duty shall be payable by IICA unless specified by the bidder in the price bid.
2. Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like discount, free supply etc. into account.

N. Award of Contract

IICA will award the contract to successful bidder whose bid has been determined to be responsive and most competitive, provided further that the bidder is determined to be qualified to execute and carry out the work satisfactorily. **IICA shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid wholly or in part.** Keeping in view number of goods and requirement involved in the present contract, this office intends to award contract for all items to more than one firm based on L1 rates only, so that IICA does not face any shortage of goods at any given point of time during contract period. Bids of only those firms which quote L1 rates in at least 25% items shall be considered for award of contract. Under no circumstances the bids, offering L1 rates in less than 25% items, shall be considered for award of contract.

O. Commencement of Contract

Bidder, awarded the contract shall be required to supply and install Ink/Toner Cartridges from the date of receipt of acceptance of the Letter of Intent (LOI) / work order which shall be accepted by the contractor within not more than 10 days from the receipt of the work order or 15 days from the date of said order whichever is earlier.

P. IICA's Right to Vary Quantities, Quantum/Scope of Work

1. IICA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the tender document at the time of award or subsequently during execution of the project.
2. IICA shall have the right to increase the Quantum/Scope of Work by up to 50% of the total requirement or decrease up to 100%, without any change in the unit price or other terms and conditions at the same time of award of contract or during the operation of contract.
3. In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued services from the existing vendor, IICA reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of letter of intent at the same rate or a rate negotiated (downwardly) for the additional sites with the existing vendors considering the responsibility of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.
4. IICA reserves the right to select certain items in single or multiple units and reject the others or all as mentioned in the schedule and to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close/cancel/withdraw the tender without assigning any reason whatsoever.

Q. IICA's right to reject any or all bids

IICA reserves the right to reject any bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision. The competent authority in IICA reserves the right to amend any of the terms and conditions contained in the tender document or reject any or all the applications (offers) without giving any notice or assigning any reason thereof. The decision of competent authority in this regard will be final and binding.

R. Notification of Successful Bidder and Acceptance by Successful Bidder

1. Prior to expiration of the period of bid validity, IICA will notify the successful bidder in writing that its bid has been accepted by issuance of Letter of Intent (LOI) / Work Order (WO).
2. Within 5 (Five) days of receipt of such intimation or within 7 days from the date of issue of the Letter of intent (LOI)/Award of Contract (AOC)/ Work Order, the successful bidder shall indicate in writing to the concerned authority at IICA, eliciting its acceptance of the work order.
3. Within 3 (Three) days of receipt of such intimation, the successful bidder shall execute the "Annual Rate Contract" agreement, as per Proforma prescribed in Annexure – II.
4. Within 10 (Ten) days of execution of the "Annual Rate Contract" agreement, the successful bidder shall submit Performance Bank Guarantee (PBG) to IICA.

S. Warranty Period

1. The service provider shall be completely responsible for the warranty of all the Ink/Toner Cartridges supplied and installed at IICA as part of the execution of the "Annual Rate Contract" as outlined in this bid document.
2. Warranty period of all the Ink/Toner Cartridges supplied and installed at IICA shall be for the entire duration of the contract and extension period, if any or as extended by the OEM.
3. Warranty period will start after the acceptance of supply & installation of the supplied Ink/Toner Cartridge.
4. The service provider shall be fully responsible for comprehensive maintenance for the entire warranty period.

T. Disqualification / Annulment of Contract

IICA, may at its own sole discretion, at any time during the tender process, disqualify any bidder from the process, if:

1. The bidder has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
2. The bidder has exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures/irregularities etc.
3. The bid is not accompanied by required documentation. The bidder failed to provide clarifications related thereto, when sought.

4. Information which would have entitled IICA to reject or disqualify the bid becomes known after the bidder has been qualified; IICA reserves the right to reject the bidder at that time or at any time after such information becomes known.
5. The bidder is found to canvass, influence or attempt to influence in any manner the qualification or selection process.
6. IICA reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
7. Any attempt at negotiation direct or indirect on the part of a bidder with the authority to whom he has submitted the tender or the authority who is competent finally to accept it after he has submitted his tender or any endeavour to secure any interest for an actual or prospective bidder or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.
8. Failure of the successful bidder to comply with the requirements of any or all clause(s) as mentioned in the tender document shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event IICA may make the award to any other bidder at the discretion of IICA or call for new bids.
9. While all the conditions specified in the bid document are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents.

Non-compliance of any one of the following clauses shall result in outright rejection of the bid.

- a. The bids will be rejected at opening stage if EMD is not submitted and bid validity is less than the period prescribed and mentioned above.
 - b. If the eligibility condition as prescribed is not met and/or documents prescribed to establish the eligibility are not enclosed, the bids will be rejected without further evaluation.
 - c. If clause-by-clause compliance and deviation statements as prescribed are not given; the bid will be rejected at the stage of preliminary evaluation. In case of no deviations, a statement to that effect must be given.
 - d. Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, reference to the enclosed documents showing compliances must be given.
 - e. Prices are not filled in as prescribed in price schedule.
10. The bidder should give a certificate that none of his/her near relative is working in Indian Institute of Corporate Affairs or any other attached/affiliated/subordinate/field offices, directorates, registries, tribunals, commissions, agencies of the Ministry of Corporate Affairs, Gol. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the bid will be cancelled and Bid security will be forfeited at any stage whenever it is noticed and IICA will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

U. Contract Period

1. The contract between IICA and the service provider shall be valid for a period of one year from the date of execution of the "Annual Rate Contract".
2. The same may be renewed after one year for a further period of maximum two years with the same terms & conditions/rates, if the services provided are satisfactory.

V. Price reduction

If there is any trend of reduction in prices of Ink/Toner Cartridges in India as provided by the OEM company, proportionate reduction in prices shall be done for IICA by the contractor and the benefit in terms of the reduction of prices for the said Ink/Toner Cartridge, per unit shall be passed on to IICA compulsorily.

W. Insurance

1. The equipment supplied by the service provider under the contract shall be fully insured by the service Provider against any loss, theft, fire, damage due to any reason etc. during transportation, storage, delivery, installation and operation for the entire period of the contract.
2. For any theft or damage to any of the supplied items, where the vendor is filing a claim with the insurance agency, the vendor shall replace the item on its own within 15 working days of the reporting of the incident, after which SLA and Risk Purchase clause of the contract will become applicable.

X. Inspection & Tests

IICA shall have the right to inspect the premises of the prospective bidder's facility so as to ascertain and assess the capacity and capability of the bidder to service the requirement.

Y. Local Conditions

It shall be the responsibility of each bidder to fully inform / acquaint / familiarize itself with local conditions and factors, which may have any effect or bearing on the execution of services to be rendered under the contract. All prospective bidder(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions and familiarize themselves with all the Printers/Copiers/Fax Machines for which the Ink/Toner cartridges are intended. IICA shall presume that the bidder has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by IICA, on the basis of any non-clarity of information about local conditions being pleaded by the bidder. Further, no claim for financial adjustment being made by the contract awarded on this bid document will be entertained by the IICA, whatsoever.

Z. Other Conditions

1. The Bidder shall furnish the information in standard official Indian English.
2. The parent company of any subsidiary company, which is seeking qualification on the financial strength of its parent, would have to give a written undertaking that it would bear all financial liabilities of the subsidiary with regard to this bid.
3. The parent company of any subsidiary company, which is seeking qualification on the technical strength of its parent, would have to give a written undertaking that its technical capabilities/resources would be available to the subsidiary company as and when required.

AA. Set-Off

Any sum of money due and payable to bidder (including security deposit refundable to it) under this contract may be appropriated by the purchaser or the IICA or any other person or persons contracting through the IICA and set off the same against any claim of IICA or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by bidder with IICA or such other person or persons contracting through the IICA.

AB. Notice

Any notice given by one party to the other pursuant to this bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when notice in writing is delivered or affixed at a conspicuous place whichever is earlier.

AC. Force Majeure

If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, riots, strikes, natural calamity or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the contract arising out of the contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of IICA as to whether such event or events have come to an end or ceased to exist or whether delivery of the service by the service provider has been resumed or not shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon IICA shall be at liberty to take over from the service provider all the works at a price to be fixed by IICA, which shall be final, and the service provider shall refund forthwith the amount paid to it by IICA.

AD. Indemnification

1. The Service provider shall indemnify IICA and hold it harmless from all suits, actions, debts, accounts, costs, losses and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
2. Notwithstanding any of the other provisions contained in this tender document, the bidder shall protect, defend, indemnify and hold harmless, IICA and its employees, officers, Directors, agents, or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursement) arising from 'or' relating to:
 - a. Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency or regulator.
 - b. Any claim made by third parties arising out of use of the services of IICA being provided using the services and equipment supplied under the contract.
 - c. Claims arising in connection with interruptions 'or' degradation of services to IICA customers 'or' to other service providers whatsoever shall be the cause 'or' duration thereof; and
 - d. Any claim that the equipment/services/'or' any value addition component offered and supplied by the bidder in this tender, infringe any patent, trademarks or copyright of any third party.
 - e. The bidder shall indemnify, defend and hold IICA harmless against any and all third party claims.
 - f. Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
 - g. Such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.

For the purpose of this Article:-

- a. Nothing in this Article whether expressed or implied shall relieve either party of any express obligation to make any payment due to the other party under this bid.
- b. Properties and Facilities: The bidder shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold IICA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities.
- c. Control and Possession: The bidder shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the equipments/systems/items/devices/systems and services offered and provisioned under the contract.
- d. The bidder shall furnish on unequivocal, unqualified and irrecoverable undertaking along with the bid document to the effect that; during the bidding process 'or' during the course of execution of the contract 'or' at any stage thereafter, if it is found that the

bidder has fraudulently misrepresented any of the facts about the product/services etc being offered under the contract, the purchaser (IICA) shall be free to claim a sum equivalent to damage as assessed by it subject to a maximum of the value of the tendered services from the bidder for such misrepresentation. The bidder shall immediately on being conveyed/communicated/intimated/informed by IICA, pay such sum of money to IICA. Quantum of damages under this clause assessed and levied by the purchaser (IICA) shall be final and not challengeable by the bidder.

AE. Default and Termination

IICA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the bidder, terminate the contract for services in whole or in parts:

1. If the service provider fails to deliver either the whole or part of the services.
2. If the service provider fails to perform any other obligation(s) and,
3. If the service provider, in either of the above circumstances, does not cure its failure within a period of 15 days (or such longer period as IICA may authorize in writing) after receipt of the default notice from IICA.
4. On a notice period of 15 days.

All data /reports collected by the bidder shall be returned to IICA in its original form upon such terminations. Bidder shall not have any right on this database, which is proprietary to IICA.

AF. Termination for Insolvency

IICA may at any time terminate the contract by giving 15 (fifteen) days written notice to the service provider without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to IICA.

AG. Resolution of Disputes

All disputes arising out of or in connection with the agreement/contract shall be attempted to be settled through good-faith negotiation between senior management of both parties, failing which it shall be subject to the extant laws of the Republic of India and to the jurisdiction of court(s) of Delhi.

1. If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract or regarding a question, including the questions as to whether the

termination of the contract by one party hereto has been legitimate, both parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other party in writing.

2. The place of the arbitration shall be New Delhi, India.
3. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
4. The proceedings of arbitration shall be in standard official Indian English language.
5. Informal Dispute Resolution: The parties agree to attempt to resolve all disputes arising under the agreement, equitably, in good faith and using their best endeavours. To this end, the parties agree to provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate discussions between them/their representatives or senior officers.
6. Formal Dispute Resolution: Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity of the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration and Conciliation Act of 1996 as amended from time to time and the award made in pursuance thereof shall be binding on the parties.

AH. Intellectual Property Rights

1. Prior to the commencement of each project, "BIDDER/SERVICE PROVIDER/CONTRACTOR" shall specify the ownership held by "BIDDER/SERVICE PROVIDER/CONTRACTOR" or any third party, of the material used or to be used in the deliverables and services. "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants IICA right to use over such rights to the extent they are incorporated in the deliverables and services.
2. All rights, title and interest to all copyrights, patents and other intellectual property rights of whatsoever nature in or related to any work done by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement, including but not limited to deliverables, services and associated documentation, shall be vested in and be the exclusive property of "BIDDER/SERVICE PROVIDER/CONTRACTOR". "BIDDER/SERVICE PROVIDER/CONTRACTOR" grants to IICA an irrevocable, non-exclusive, worldwide, royalty free, transferable license to use, copy, modify and develop the same for internal purposes.
3. IICA shall not take any action that jeopardizes such proprietary rights of "BIDDER/SERVICE PROVIDER/CONTRACTOR" or acquire any right to any work produced by "BIDDER/SERVICE PROVIDER/CONTRACTOR" under this agreement.

AI. Mergers & Acquisitions

In case of mergers and acquisitions of bidder/service provider/contractor Company, all contractual conditions and obligations shall automatically get transferred to acquiring company/entity and acquiring company must assume all the obligations of the contract till the end of the contract period.

AJ. Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in Standard Official Indian English language. The version written in English language shall govern its interpretation.

AK. Applicable Law

Appropriate laws of Government of India shall apply.

AL. Changes in Law

In the event of any change in law, that affects the performance of the contractor, the contractor may be given the benefit or burden resulting from such change in law, if the competent authority in IICA wished to do so.

AM. Disclaimer

All the information contained in this document is stated only for the purpose expressed in the document. It is amply made clear that any indications given by the IICA about the future plans if any are only broad indicators and are subject to change without any notice. There is no commitment or obligation, whatsoever on the part of the issuer of this document, or officials associated, regarding the implementation of this or any future plans. Any assumptions made by concerned parties/prospective bidders, on the basis of information shared herein, will be at their own risk and responsibility.

PART B

FINANCIAL BID PROFORMA

Sl. No.	Cartridge No.	Pre-Assigned Weight	Rate/Unit – New Cartridge	Rate/Unit – Refilled Cartridge	Taxes – As Applicable (%)
OEM: Hewlett Packard (Hp)					
1.	Hp CF210A	11			
2.	Hp CF211A	11			
3.	Hp CF212A	11			
4.	Hp CF213A	11			
5.	Hp 278A	15			
6.	Hp Q2612A	6			
7.	Hp 53A	17			
8.	Hp 388A	14			
9.	Hp CC530A	16			
10.	Hp CC531A	16			
11.	Hp CC532A	16			
12.	Hp CC533A	16			
13.	Hp 310A	7			
14.	Hp 311A	7			
15.	Hp 312A	7			
16.	Hp 313A	7			
17.	Hp 350A	10			
18.	Hp 351A	10			
19.	Hp 352A	10			
20.	Hp 353A	10			
21.	Hp (920 XL), Black	9			
22.	Hp (920 XL), Cyan	9			
23.	Hp (920 XL), Yellow	9			
24.	Hp (920 XL), Magenta	9			
25.	Hp 802 (Black)	1			
26.	Hp 802 (Cyan)	1			
27.	Hp 802 (Yellow)	1			
28.	Hp 802 (Magenta)	1			
29.	Hp 678 (Black)	2			
30.	Hp 678 (Cyan)	2			
31.	Hp 678 (Yellow)	2			
32.	Hp 678 (Magenta)	2			
33.	Hp (950 XL), Black	12			
34.	Hp (951 XL), Cyan	12			
35.	Hp (951 XL), Yellow	12			
36.	Hp (951 XL), Magenta	12			

OEM: Canon					
37.	Canon NPG 52, (Black)	18			
38.	Canon NPG 52, (Cyan)	18			
39.	Canon NPG 52, (Yellow)	18			
40.	Canon NPG 52, (Magenta)	18			
41.	Canon FX 9	3			
OEM: Toshiba					
42.	Toshiba 2540, (Black)	13			
43.	Toshiba 2540, (Cyan)	13			
44.	Toshiba 2540, (Yellow)	13			
45.	Toshiba 2540, (Magenta)	13			
46.	Toshiba 452	5			
47.	Toshiba T-FC28D-B (Black)	8			
48.	Toshiba T-FC28D-C (Cyan)	8			
49.	Toshiba T-FC28D-Y (Yellow)	8			
50.	Toshiba T-FC28D-M (Magenta)	8			
OEM: KYOCERA Document Solutions					
51.	Kyocera TK - 439	4			

Terms & Conditions:-

1. Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection.
2. IICA may at its discretion ask for revision of bid(s).
3. Prices quoted should be for IICA premises at Manesar, Haryana and should be inclusive of all charges.
4. Prices quoted should be in Indian National Rupees (INR).
5. Prices quoted should be in metric system format.
6. All taxes, VAT, freight charges, cartages should be calculated and quoted. Also, the respective rates should also be stated.
7. Bidder should indicate "Not Applicable (NA)", in the relevant cell/section of the "Financial Bid Proforma", if any section (in this format) is not applicable.
8. Rates for any additional /optional features to be mentioned clearly and separately.
9. The rates quoted are FOR at destination and should be in Indian rupees only. Price must to be quoted both in figures and in words. In case of a discrepancy in the two, price quoted in words will be taken as valid.

Note:

1. The bid should be inclusive of all costs.
2. All documents submitted as part of bid shall be duly stamped and signed by the authorized signatory.
3. Unsealed bids and bids without full signatures and stamp of bidder will not be accepted.
4. A person signing the bid or any other document forming part of the contract on behalf of the firm shall be deemed to warranty that he has the authority to bind the firm for all purposes/conditions/clauses of the contract/bid and if in any state it is found that the person so signing had no authority to do so, IICA may, without prejudice to other civil and criminal remedies against the contract, hold the signatory and the bidder liable for all costs and damages.
5. IICA shall not be bound by any printed conditions or provisions in the bidder's bid.

The above rates shall remain valid for a period of one year from the date of award of the contract.

Dated this _____ day of this _____ month of this _____ year

Signature of Authorized Signatory of Bidder:

Date:

Place:

Name of Authorized Signatory:

Designation:

Direct Line:

Mobile:

E-Mail:

Name of Bidder:

Complete postal address of Bidder:

(Stamped with Corporate Seal/Company Seal)

PART C

ANNEXURES

ANNEXURE - I

LIST OF CARTRIDGES BY PRINTER TYPE & QUANTITY

Sl. No.	Cartridge No.	Printer (Make, Series & Model)	Printer Qty.
OEM: Hewlett Packard (Hp)			
1.	Hp CF210A	Hp LaserJet Pro 200 Color MFP M276n	4
2.	Hp CF211A		
3.	Hp CF212A		
4.	Hp CF213A		
5.	Hp 278A	Hp LaserJet P1606dn	19
6.	Hp Q2612A	Hp LaserJet 3050	4
7.	Hp 53A	Hp LaserJet M2727nf	31
8.	Hp 388A	Hp LaserJet P1007	26
9.	Hp CC530A	Hp Color LaserJet CP2025	11
10.	Hp CC531A		
11.	Hp CC532A		
12.	Hp CC533A		
13.	Hp 310A	Hp LaserJet 100 Color MFP M175nw	2
14.	Hp 311A		
15.	Hp 312A		
16.	Hp 313A		
17.	Hp 350A	Hp Color LaserJet Pro MFP M177fw	3
18.	Hp 351A		
19.	Hp 352A		
20.	Hp 353A		
21.	Hp (920 XL), Black	Hp Officejet Color 6500A	4
22.	Hp (920 XL), Cyan		
23.	Hp (920 XL), Yellow		
24.	Hp (920 XL), Magenta		
25.	Hp 802 (Black)	Hp DeskJet 1510	1
26.	Hp 802 (Cyan)		
27.	Hp 802 (Yellow)		
28.	Hp 802 (Magenta)		
29.	Hp 678 (Black)	Hp Ink Advantage 2645	1
30.	Hp 678 (Cyan)		
31.	Hp 678 (Yellow)		
32.	Hp 678 (Magenta)		
33.	Hp (950 XL), Black	Hp Officejet 8600 Plus	5
34.	Hp (951 XL), Cyan		
35.	Hp (951 XL), Yellow		
36.	Hp (951 XL), Magenta		
OEM: Canon			
37.	Canon NPG 52, (Black)	Canon Photocopier IR Ad C2225	2
38.	Canon NPG 52, (Cyan)		
39.	Canon NPG 52, (Yellow)		

40.	Canon NPG 52, (Magenta)		
41.	Canon FX 9		1
OEM: Toshiba			
42.	Toshiba 2540, (Black)	E-Studio 2540 CSE Toshiba	2
43.	Toshiba 2540, (Cyan)		
44.	Toshiba 2540, (Yellow)		
45.	Toshiba 2540, (Magenta)		
46.	Toshiba 452	E-Studio 452 Toshiba	1
47.	Toshiba T-FC28D-B (Black)	E-Studio2820 C Toshiba	1
48.	Toshiba T-FC28D-C (Cyan)		
49.	Toshiba T-FC28D-Y (Yellow)		
50.	ToshibaT-FC28D-M (Magenta)		
OEM: Kyocera			
51.	Kyocera TK - 439	Kyocera TASKalfa 220	1

ANNEXURE - II

CONTRACT AGREEMENT FORMAT

Contract Agreement No: _____

Dated: _____

THIS AGREEMENT is made on2016, between Indian Institute of Corporate Affairs, M/o Corporate Affairs, GoI through Head, IT Department (hereinafter referred to as "IICA" which expression shall unless excluded by or repugnant to the context be deemed to include his successors, executors, administrators, representatives and assigns) and whose principal place of office is at IICA, Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana - 122052 of the One Part, I

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 Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines.

- I. **WHEREAS**, IICA invited bids through open tender, vide Notice inviting e-Tender No. _____, dated _____, for "procuring Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/Copier Machines/ Fax Machines under Tender No. _____

- II. **AND WHEREAS**, the Supplier submitted his bid vide in accordance with the bid documents and represented therein that it fulfils all the requirements, obligations, criteria and has resources and competence to provide the Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines to IICA.

- III. **AND WHEREAS**, IICA 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)/Letter of Intent (LoI) / Work Order (WO) No. _____ to the Supplier on _____ for a total sum of INR _____ [Rupees _____ Only].

- IV. **AND WHEREAS,** IICA desires that the Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines (as defined in the Bidding Document) be supplied/provided, delivered, installed, executed and completed by the Supplier and wishes to appoint the Supplier for providing Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines at IICA.
- V. **AND WHEREAS,** the Supplier/Contractor acknowledges that IICA shall enter into contracts with other Suppliers parties for the providing Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines, for its office in case 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 Supplier has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Ink/Toner Cartridges for HP/Samsung/Canon/Toshiba/Kyocera make Printers/ Copier Machines/Fax Machines to IICA, failing which the contract is liable to be terminated at any time, without assigning any reasons by IICA.
- VII. **SUPPLY OF GOODS:**
- a. **AND WHEREAS,** the delivery of the items/ material mentioned in Annexure 'I' of the e-NIT, is required to be supplied, delivered and installed within 36 hours of issue of the purchase order or intimation by IICA through telephone, email, fax or through any other means as available.
 - b. **AND WHEREAS,** in case of default, for non supply of goods within stipulated period a penalty to the extent of 10% of the contract value of delayed supplies or as the competent authority in IICA deems fit, subject to a maximum penalty of 50% of the contract value of delayed supplies, shall be levied.
 - c. **AND WHEREAS,** the delivery of the material will be made at the IT Department of IICA at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, PIN – 122052.
- VIII. **AND WHEREAS,** the payment to the Supplier, for the supplied items shall be made as per terms and conditions, as stipulated in the e-NIT document, subject to satisfactory performance of the supplied items and due certification of the same by the concerned officer at IICA.
- IX. **AND WHEREAS,** the items supplied by the Supplier shall be received by IICA subject to approval on inspection. Rejected items shall be removed by the supplier at his own cost and risk, within 24 hours of issue of notice for the removal of such goods and no liability whatsoever, on IICA shall be attached for the rejected/disapproved goods items/stores.
- X. **AND WHEREAS,** IICA reserves the right to accept the whole or any part of the quotation(s) or portion of the quantity offered and successful bidder shall supply the same at the rate quoted.
- XI. **AND WHEREAS,** if the supplier fails to supply the material after awarding of the contract, IICA shall be at liberty to forfeit his Performance Money.

- XII. **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 Director General & CEO, IICA. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- XIII. **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.
- XIV. **AND WHEREAS**, in case of goods supplied found to be of inferior quality or not according to the approved sample; IICA has the right to reject the goods. No payment shall be made against such rejections.
- XV. **AND WHEREAS**, the "Annual Rate Contract" will be valid and binding on the Supplier up to __/__/2017.
- XVI. **AND WHEREAS**, the quantity of supply may vary.

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

(Authorised Signatory)

Signed and Sealed on Behalf of Supplier

(Authorised Signatory)

Signed and Sealed on Behalf of
Indian Institute of Corporate Affairs
M/o Corporate Affairs
Govt. of India

ANNEXURE - III

ACCEPTANCE CERTIFICATE

I, ___ (name), ___ (designation), of ___ (name of company/bidder), hereby accept the Terms & Conditions as mentioned in the Tender document bearing No. ___ dated ___ __, 2016 for 'Award of Annual Rate Contract for Supply of Ink/Toner Cartridges' for Indian Institute of Corporate Affairs (IICA), Ministry of Corporate Affairs, Govt. of India.

(Signature of Authorized Signatory of Bidder)

Date:

Place:

Name of Authorized Signatory:

Designation:

Direct Line:

Mobile:

E-Mail:

Name of Bidder:

Complete postal address of Bidder:

(Stamped with Corporate Seal/Company Seal)

ANNEXURE - IV

BID LETTER FORM

(To be issued on official letter head of bidder)

To,

The Head

IT Department
Indian Institute of Corporate Affairs
M/o Corporate Affairs,
Government of India

Subject: Submission of Bid in response to e-NIT No. IICA/15-30/2016/NIT/ T - (1) for Award of Annual Rate Contract for Supply of Ink/Toner Cartridges to IICA, M/o Corporate Affairs, Govt. of India.

Respected Sir,

With reference to your notification inviting e-tender for "Award of Annual Rate Contract for Supply of Ink/Toner Cartridges for IICA, Ministry of Corporate Affairs" and after having duly examined the Tender document, I/We the undersigned, offer to provide the said "items", including all additional services and equipment/items/hardware/system/devices associated and related thereto, as detailed in the Tender document in response to your Notice Inviting Tender No. dated.....

2. We are of the firm belief that we are competent to undertake and successfully execute the said supply work.
3. The necessary, relevant and requisite documents in support of our bid are enclosed herewith for your kind perusal and needful.
4. Sir, we undertake to:
 - i. Maintain validity of the Bid for a period of 120 days from the date of bid/tender opening as specified in the tender document, which shall remain binding upon us and may be accepted at any time before the expiration of that period.
 - ii. Execute all contractual documents and provide all securities & guarantees as required in the bid/tender document (and as amended from time to time).
 - iii. Until a formal contract is prepared and executed, this bid/tender, together with your written acceptance thereof and your notification of award shall constitute a binding contract on us.

Dated this _____ day of _____, 2016 at _____

Signature

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

Witness:

(Signatures Name, Designation & Address)

** (Format for covering letter to be submitted on printed letterhead of the firm and duly signed by an authorized signatory)

Enclosed: List of documents (may be given separately)

ANNEXURE – V

TECHNICAL DETAILS FORM

a) Name of the Bidder:

b) Incorporated as _____ in the year _____ at _____
(State Registered Firm, Co-operative Society or Partnership Firm)

c) Whether any Legal Arbitration/Proceeding is instituted/pending against the bidder in any court of Law in India or the bidder has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the bidder complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (*)

- Address:
- Name of the top executive(s) with designation:
- Telephone No:
- Mobile:
- E-mail:
- Service Tax No:
- PAN:
- Office Strength: Technical: _____ Nos. Administrative: _____

f) Officer authorized to submit the bid/tender & represent the Bidder in all means:

- Name
- Designation
- Mobile No.
- Direct Line No
- Official E-Mail
- Address

g) Average Annual Turnover :(In Rs. Crores)

F.Y. 20013-14	F.Y. 2014-15	F.Y. 2015-16	Total Turnover

h) Support Document Submission Schedule:

Sl. No.	Description	Submitted (Yes/No)	Please indicate the page no. of the attached support document
1.	Earnest Money Deposit		
2.	Name, address & telephone No. of the firm/Agency on the letter head of firm.		
3.	Documents for work experience in any three Central/ State Govt Department/ Ministries or Government undertaking in last three years (not before October, 2014)		
4.	Registration certificate for VAT and Service Tax		
5.	Latest VAT/ Service Tax clearance Certificate		
6.	Copy of Permanent Account Number (PAN)/Tax Identification Number (TIN)		
7	Annual Turnover Certificate by Chartered Accountant for Rs. 1 Crore each year in last three financial years i.e. F.Y. 2013-14, F.Y. 2014-15 & F.Y. 2015-16.		
8.	Certificate from respective OEM(s)		
9.	Undertaking regarding the firm not having been blacklisted or terminated or debarred till date.		
10.	Token of acceptance of the terms and conditions as specified in the tender notice.		
11.	Undertaking of no legal suit/criminal/ tax evasion fraud case pending against its partners/ proprietors.		

Dated this _____ day of _____, 2016 at _____

Authorized Signatory

(Name, Designation & Address)

(In the capacity of)

Duly authorized to sign bid for and on behalf of

ANNEXURE - VI

BID BOND PROFORMA

Whereas, (Hereinafter called "The bidder") has submitted its bid dated....., for award of vide tender No. dated, KNOW ALL MEN by these present that We of having our registered office at (hereinafter called "the Bank") are bound unto Indian Institute of Corporate Affairs, M/o Corporate Affairs, Gol, in short "IICA" (hereinafter called "the Purchaser") in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - fails or refuses to execute the Contract, if required; or
 - Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to 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 of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (60) days after the Period of bid validity and any demand in respect thereof should reach the bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

ANNEXURE - VII

PERFORMANCE BANK GUARANTEE PROFORMA

(To be executed on Non Judicial Paper of value INR 100/-)

**Head, IT Department
Indian Institute of Corporate Affairs
M/o Corporate Affairs
Govt. of India**

OUR LETTER OF GUARANTEE No. : _____

In consideration of Indian Institute of Corporate Affairs (IICA), M/o Corporate Affairs, Govt. of India, having its office at Plot No. 6, 7, 8, Sector 5, IMT, Manesar, District – Gurugram, Haryana, India (hereinafter referred to as “IICA” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators officers and executors) and having entered into an agreement dated _____/awarded “Annual Rate Contract” issued vide Work Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, officers and executors).

2. Whereas “The Supplier” having unequivocally accepted to provide the services as per terms and conditions given in the agreement/tender document dated _____ /Work Order No. _____ dated _____ and IICA having agreed that “The Supplier” shall furnish to IICA a Performance Bank Guarantee for the faithful performance of the entire contract, for the value of INR 50,000/- (Indian National Rupees Fifty Thousand only).

3. We, _____ (“The Bank”) which shall include our successors, administrators, officers and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the tender document/Agreement/Purchase Order.

4. Hereby, we undertake to pay up to but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of “The Supplier” having failed to perform the agreement and despite any contestation on the part of above named Supplier.

5. This Letter of Guarantee will expire on _____ including 60 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized
Signatory
Manager
Seal of Bank**

ANNEXURE – VIII

UNDERTAKING PROFORMA

(To be submitted on printed official company letterhead of the bidder and signed by an authorized signatory)

We understand that if the details submitted by us are found untenable or unsubstantiated, our bid is liable to be rejected without any reference or intimation to us.

2. We further clearly understand that “Indian Institute of Corporate Affairs” is not obliged to inform us of the reason of rejection of our bid.
3. The decision taken by the Director General and CEO, IICA will be final and binding on all bidders.
4. I hereby declare that our company has not been debarred / black listed by any Government /Semi Government organizations. I further certify that I am the competent authority in my company authorized to make this declaration.

(Authorized Signatory)

(Seal of the Company)

ANNEXURE – IX

Contact Details of Support Engineers

Contact details (name, address, phone, fax, mobile, email) of support personnel are to be given below:

(To be filled in by the bidder)

Sl.No.	Name	Address	Phone	e-mail	FAX

ANNEXURE - X

FAULT ESCALATION MATRIX

Contact details (name, address, phone, fax, mobile, email) for L1, L2 & L3 escalation support personnel are to be given below:

(To be filled by the bidder)

S.No.	Level	Name	Address	Phone	e-mail	FAX
	L1					
	L2					
	L3					

ANNEXURE- XII

EXPERIENCE CERTIFICATE PROFORMA

This is to certify that M/s-----, ----- has executed the works related to -----, ----- and ----- during the past three financial years as per the details given below.

S.No.	Year	Description of work carried out	Amount	Remarks

NOTE - Bidder should have successfully executed minimum one “Annual Rate Contract” for supply, delivery, installation of Ink/Toner Cartridges for at least one year in any Central Government Ministry, Department, Attached Office, Subordinate office, Statutory Body, Regulatory Body, Central University, Autonomous Body, CPSEs or State Government Department, Attached Office, Subordinate office, Regulatory Body, State University, Autonomous Body, State PSEs.