

TENDER DOCUMENT
FOR
SUPPLY OF TONERS / CARTRIDGES ON
RATE CONTRACT BASIS

TENDER ENQUIRY NO. Q/NIB/14-15/55

- (a) Document download / Sale start date : 22.03.2017 at 15:00 Hrs.
(b) Document download / Sale end date : 11.04.2017 at 15:00 Hrs
(b) Last date for submission of tender : 11.04.2017 at 15:00 Hrs.
(c) Date of opening of Technical-bid : 12.04.2017 at 15:30 Hrs.
(d) The technically qualified bidders will be informed to be present at the time of Price-bid opening.

Tender fee: Rs.500/- plus VAT @ 5% extra = Rs.525/-

March - 2017



NATIONAL INSTITUTE OF BIOLOGICALS

(Ministry of Health & Family Welfare, Govt. of India)

A-32, SECTOR-62 (INSTITUTIONAL AREA)

NOIDA - 201 309 (U.P.)

Tel: 0120-2400022, 2400072, Fax: 0120- 2403014

E-mail: info@nib.gov.in , Website: <http://nib.gov.in>

To

Subject: Notice Inviting Tender for bid for supplying Toners / Cartridges to National Institute of Biologicals, NOIDA on Rate Contract Basis – Reg.

National Institute of Biologicals (NIB) invites sealed quotations from competent & reputed manufacturers / authorised distributors for supplying Toners / Cartridges on rate contract basis. Technical and Financial bids are required to be submitted in separate sealed covers addressed to the Director, National Institute of Biologicals, A-32, Sector-62, NOIDA-201 309 (UP) so as to reach us on or before **11.04.2017 up to 15:00 Hrs**, duly super scribing the work i.e., “Technical Bid for supplying Toners / Cartridges to National Institute of Biologicals, NOIDA on rate contract basis” and “Financial Bid for for supplying Toners / Cartridges to National Institute of Biologicals, NOIDA on rate contract basis” on top of the cover. Technical Bid will be opened on **12.04.2017 at 15:30 Hrs**.

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

(Dr. Reba Chhabra)
I/c Dy. Director (Admn.)

Terms & Conditions:

1. The invitation is open for competent & reputed manufacturers / authorised distributors / Agency for the supply of Toners / Cartridges for one year on rate contract basis.
2. The vendor shall produce a self-certified Authorised Sales & Service Certificate from the principal manufacturers of the machine to be attached with the Technical Bid, failing which, the bid will be considered as non-responsive.
3. In case the certificate is found to be false / bogus, upon verification by NIB, at any stage, the EMD / Security Deposit of the tenderer will be forfeited.
4. A bidder can bid for all types of toners / cartridges i.e., HP / Samsung / Canon provided they have to furnish self-certified Authorised Sales & Service Certificate from the principal manufacturers for respective product.
5. The average turnover of the bidder shall not be less than **Rs. 20 Lakh / per annum** during the last three years (2013-14, 2014-15, 2015-16).
6. The supplier should have at least three (03) years' experience in supplying toner / cartridges to a Government / Autonomous Body / PSU organisation.
7. The supplier should be located in Delhi / NCR.
8. The quantities of item have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement at the time of award of contract.

9. Bid Security / Earnest Money Deposit (EMD):

- a) EMD of **Rs.15,000/-** (Rupees fifteen thousand only) in the form of demand draft / banker's cheque from any of the scheduled banks drawn in favour of "National Institute of Biologicals" payable at NOIDA/ New Delhi shall accompany the Technical Bid.
- b) A bid received without Bid Security (EMD) shall be rejected as non-responsive.
- c) The Bid Security of unsuccessful bidders will be returned to them after finalisation and award of the contract without any interest.
- d) The Bid Security may be forfeited:
 - i) If a bidder withdraws his bid during the period of bid validity specified in the bid document
 - ii) In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

10. Tender Fee:

- a) The tender document can be purchased from Finance Section of NIB on all working days from **22.03.2017 to 11.04.2017** between 10.00 AM to 03.00 PM, by presenting demand draft of **Rs. 525/-** (Rupees Five hundred twenty five only) towards tender fee in favour of "National Institute of Biologicals" payable at Noida / New Delhi or the same can be downloaded from NIB Website <http://nib.gov.in> or Central Procurement Portal of Govt. of

India. However tender fee must be submitted along with the tender document downloaded from website.

- b) A bid received without Tender Fee shall be rejected as non-responsive.

11. Performance Security Deposit (PSD):

- a) Within 21 days of receipt of work order from the Institute, the successful firm shall furnish the Performance Security of **Rs. 25,000/-** (Rupees Twenty Five Thousand only) to ensure quality of the toner / cartridge supplied. If duplicate / not genuine cartridge found, cost of cartridge paid will be recovered from the PSD.
- b) PSD shall be in the form of demand draft / Bank Guarantee payable to National Institute of Biologicals, payable at NOIDA/New Delhi.
- c) PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, If any. EMD will be refunded to the successful bidder on receipt of Performance Security.
- d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

12. Documents:

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

- a) Registration certificate as per existing norms (indicating the legal status – company / partnership firm / proprietorship firm etc.)
- b) Copy of CST / VAT / TIN Registration certificate
- c) Copy of Permanent Account Number (PAN)
- d) Copies of Income Tax Returns filed for last 3 financial years.
- e) Proof of experience in supplying toner/cartridges to at least one Department / Ministry of Govt. of India / Govt. of Delhi / PSU – a copy of each of at least one order received during each of last 3 years has to be attached.
- f) Audited Profit & Loss Account and Balance Sheet for the last 3 financial years (2013-14, 2014-15, 2015-16)
- g) Declaration regarding not blacklisting by any Govt. Deptt. / Ministry of Govt. of India / PSU etc.

13. Mode of submission of tenders and last date:

Tender must be submitted in duly sealed envelope and in two parts separately, i.e., "Technical Bid (Part-A) and Price Bid (Part-B). Both the parts should be further sealed in a bigger envelope which must be duly super-scribed in capital letters "**TENDER ENQUIRY FOR SUPPLY OF TONER / CARTRIDGES ON RATE CONTRACT BASIS**". Tender if submitted in person should be dropped in the tender box kept at the reception and should not be handed over to any employee of NIB. The sealed offer should be sent to the **Director, National Institute of Biologicals, Ministry of Health & Family Welfare, Govt. of India, A-32, Sector-62, NOIDA-201 309, Uttar Pradesh so as to reach on or before 11.04.2017 by 15:00 Hrs.**

The envelopes must be super-scribed with the following information:

- i) Tender Reference Number ii) Details of EMD iii) Name and Address of the bidding agency
- iv) Date & Time of submission of Tender

NIB shall not be responsible for delayed / late submission / received late by Post / Courier etc. resulting in disqualification / rejection of any bid on the grounds that the tender had not reached NIB on or before the due date and time. **Tender sent by Fax / Email will not be accepted.**

14. Signing of the bids:

- a) The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- b) All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorised signatory may be attached.
- c) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

15. Period of validity of bid:

The bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Institute as non-responsive.

16. Rejection of incomplete and conditional tenders:

The Incomplete and conditional tenders will be rejected by the Institute.

17. No withdrawal after submission of bids:

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

18. Non-acceptance of the tenders received after the last date and time:

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

19. Rates / Prices:

- a) The rates should be quoted in Indian Rupees only in words as well as in figures. Excise duty, Sales Tax, VAT as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details, such bids will summarily be rejected.
- b) Rates should be valid for **one year**. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons / causes will be entertained during the period of contract.
- c) If there is any downward revision or decreasing in prices or taxes, the firm will intimate NIB regarding change in prices and pass on the benefit to the NIB, failing which the rate contract may be cancelled.
- d) Rate should be quoted for free delivery at National Institute of Biologicals, NOIDA.

20. Penalty:

- a) It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the Institute may impose penalty.
- b) If the Bidder stops the supply without completing the rate contract, the Institute may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

21. Settlement of dispute:

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights duties or liability of the parties shall be referred to the sole arbitration of the Director, National Institute of Biologicals, NOIDA.

22. Purchaser's Rights:

- a) NIB reserves the right to accept / reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- b) NIB reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
- c) If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD / PSD shall be forfeited.
- d) All the items mentioned in the list should be genuine and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned / replaced and the NIB will not be responsible for any loss to the concerned supplier for such supply.
- e) If the supplier is not able to supply the original items, appropriate action may be taken against the firm i.e., Imposition of penalty, cancellation of rate contract or forfeiture of PSD with the contract including blacklisting the firm. The firm will also be liable for any damage caused to the printer / equipment by spurious toner cartridge supplied.
- f) If the services of the firm are found unsatisfactory or it is not able to supply the goods within specified timeframe, the job will be entrusted to any other firm / supplier at the risk of defaulting supplier.
- g) The term of the rate contract may be extended for further period of two (02) years on the existing rates, terms and conditions by the competent authority, if the services delivered by the firm during the entire period found satisfactory.

23. Basis of awarding the contract:

- a) The contract shall ordinarily be awarded to the lowest evaluated bidder. Whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the tender terms and conditions.
- b) **NIB reserves the right to award the rate contract to more than one firm on the basis of lowest rates.**

24. Delivery:

In case, the firm fails to supply the required quantity within the specified period from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will

be recovered from PSD or charging penalty by issuing notice. Necessary action for blacklisting the firm may also be taken.

25. Guarantee / Warrantee:

The guarantee / warrantee given on toner / cartridges by the OEM will be run by the firm / Supplier.

26. Mode of Payment:

Payment against Invoice shall be released within 30 days only after receipt, inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier through Account Payee Cheque / Online transfer of payment to Bank only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

27. Agreement:

- a) The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure-IV and submit the same to the Director, NIB, Noida within 15 days of the receipt of notification of award.
- b) The Director shall return the draft duly approved within ten days from its receipt and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within a week from the receipt of the approved draft.

28. General / others:

- a) The bidder will be bound by the details furnished by him / her to the NIB, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- b) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
- c) All taxes and levies will be paid by the supplier / bidder only. No other charges such as Octroi, packing, forwarding, freight, insurance, loading and unloading, entry tax etc., will be allowed. All these are to be borne by the tenderer only.
- d) Excise Duty / Custom Duty: NIB is exempted from payment of Excise duty Notification No. 10/97 dated 1.03.1997 and custom duty notification No 51/96 dt: 23.07.1996

LIST OF TONERS / CARTRIDGES TO BE INCLUDED IN RATE CONTRACT

SNo.	Printer's detail	Cartridge No.	Remarks, if any
1	HP Deskjet 948C	HP 78, HP 15 (Combo)	
2	HP Deskjet 950C	HP 78, HP 45 (Combo)	
3	HP Deskjet 1280	HP 78, HP 45 (Combo)	
4	HP Deskjet D2360	HP 22, HP 21 (Combo)	
5	HP Deskjet 5150	HP 57, HP 56 (Combo)	
6	HP Deskjet 5438	HP 854,HP 850 (Combo)	
7	HP Deskjet 6122	HP 78, HP 45 (Combo)	
8	HP LaserJet 1000	HP C7115A	
9	HP LaserJet 1020 / 3015	HP Q2612A	
10	HP LaserJet 1320	HP Q5949A	
11	HP LaserJet 2600n	Q6000 A (Black)	
		Q600 1A (Cyan)	
		Q600 2A (Yellow)	
		Q600 3A (Magenta)	
12	HP LaserJet 3600	Q6470 A (Black)	
		Q6471 A (Cyan)	
		Q6472 A (Yellow)	
		Q6473 A (Magenta)	
13	HP LaserJet P1566	HP CE 278 A	
14	HP LaserJet P2015d	HP Q7553 A	
15	HP LaserJet P2055d	HP CE 505 A	
16	HP LaserJet Pro M1136	HP CE 388A	
17	HP Inkjet 2280tn	HP Inkjet 2280tn	
18	HP Color LaserJet Pro M252dw	HP 201A (CF400A) Black	
		HP 201A (CF401A) Cyan	
		HP 201A (CF402A) Yellow	
		HP 201A (CF403A) Magenta	
19	Samsung LeserJet ML1610	Samsung ML-1610	
20	Canon LaserJet 4550d	Canon 328	
21	Canon IRADV 3330	Canon NPG 67 (Black)	
		Canon NPG 67 (Cyan)	
		Canon NPG 67(Magenta)	
		Canon NPG 67 (Yellow)	
22	Canon MF8580cdw	Canon 418 (Black)	
		Canon 418 (Cyan)	
		Canon 418 (Magenta)	
		Canon 418 (Yellow)	

TECHNICAL BID

1. Name of the bidder:
2. Communication Address of the bidder:
3. Contact details of the bidder:
 - a) Tel. No. with STD (O) _____ (FAX) _____ (R) _____
 - b) Mobile No. _____ c) E-mail ID _____
4. Name of the Proprietor / Partner / Director of the firm / agency: _____
5. Bidder's bank and its address and his Current Account No.: _____

6. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership, proprietorship firm etc. (Please attach relevant documents / certificate):
7. CST / VAT / Excise duty / TIN registration details (Please attach relevant documents / certificate):
8. PAN Number (Please attach relevant documents / certificate): _____
9. Copies of Income Tax Returns filed for the last three years should be attached:
10. Copies of Audited Profit & Loss A/c & Balance Sheet for the last three years should be attached:
11. Proof of experience in supplying toner / cartridges to at least one Deptt. / Ministry of Govt. of India / Govt. of Delhi / PSU in last three years:
12. Declaration regarding blacklisting or otherwise by the Govt. Deptt. / PSU:
13. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed:
14. Any other information / document please specify: _____

NB.: Bidders to ensure that all:

- a) pages have been signed and stamped by the authorised person (s).
- b) pages have been numbered.
- c) documents are legible (clearly readable)

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

Name & Address of the firm: _____

(Signature of Authorised Signatory & Seal of the firm)

Date: _____

FINANCIAL BID

From

To

The Director
National Institute of Biologicals
A-32, Sector-62, NOIDA-201 309 (UP)

Sir,

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

My / our competitive rates are as under:

S.No.	Printer's detail	Cartridge No.	Rate per item (Rs.)	Sales Tax / VAT (Rs.), if any	Total (4+5) (Rs. In figure)
1	2	3	4	5	6
1	HP Deskjet 948C	HP 78, HP 15 (Combo)			
2	HP Deskjet 950C	HP 78, HP 45 (Combo)			
3	HP Deskjet 1280	HP 78, HP 45 (Combo)			
4	HP Deskjet D2360	HP 22, HP 21 (Combo)			
5	HP Deskjet 5150	HP 57, HP 56 (Combo)			
6	HP Deskjet 5438	HP 854,HP 850 (Combo)			
7	HP Deskjet 6122	HP 78, HP 45 (Combo)			
8	HP LaserJet 1000	HP C7115A			
9	HP LaserJet 1020 / 3015	HP Q2612A			
10	HP LaserJet 1320	HP Q5949A			
11	HP LaserJet 2600n	Q6000 A (Black)			
		Q600 1A (Cyan)			
		Q600 2A (Yellow)			
		Q600 3A (Magenta)			
12	HP LaserJet 3600	Q6470 A (Black)			
		Q6471 A (Cyan)			
		Q6472 A (Yellow)			
		Q6473 A (Magenta)			
13	HP LaserJet P1566	HP CE 278 A			
14	HP LaserJet P2015d	HP Q7553 A			
15	HP LaserJet P2055d	HP CE 505 A			
16	HP LaserJet Pro M1136	HP CE 388A			

S.No.	Printer's detail	Cartridge No.	Rate per item (Rs.)	Sales Tax / VAT (Rs.), if any	Total (4+5) (Rs. In figure)
17	HP Inkjet 2280tn	HP Inkjet 2280tn			
18	HP Color LaserJet Pro M252dw	HP 201A (CF400A) Black			
		HP 201A (CF401A) Cyan			
		HP 201A (CF402A) Yellow			
		HP 201A (CF403A) Magenta			
19	Samsung LaserJet ML1610	Samsung ML-1610			
20	Canon LaserJet 4550d	Canon 328			
21	Canon IRADV 3330	Canon NPG 67 (Black)			
		Canon NPG 67 (Cyan)			
		Canon NPG 67(Magenta)			
		Canon NPG 67 (Yellow)			
22	Canon MF8580cdw	Canon 418 (Black)			
		Canon 418 (Cyan)			
		Canon 418 (Magenta)			
		Canon 418 (Yellow)			
	Grand Total (Rs.)				

Note:-

- (1) Quoted rate should be valid for 120 days from the date of submission of bid.
- (2) Taxes and duties not quoted in bid, will be treated as rates are inclusive of all taxes and duties.
- (3) Institute reserve the right to split the order as per the L-1 rate of respective item or award the entire work to single bidder.

UNDERTAKING

(TO BE SUBMITTED WITH TECHNICAL BID)

It is certified that my firm / agency / company has never been black listed by any of the Department / Autonomous Institutions / Ministry of Govt. Of India / PSU or any reputed organisation and no criminal case is pending against the said firm / agency as on _____.

(Authorised Signatory)

Name of the authorised person _____
Name of the firm _____
Address of the firm _____
Contact No. _____
E-mail id _____

Seal of the firm:

SPECIMEN AGREEMENT

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

AGREEMENT

This AGREEMENT made on this _____ day of _____ Between The Director, National Institute of Biologicals, A-32, Sector-62, NOIDA-201309 (UP) (hereinafter referred to as NIB).

And

M/s. _____ at _____
_____ (hereinafter referred to as Supplier) on the other part.

For

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

I. WHEREAS NIB invited bids through open tender, vide Notice Inviting Tender No. _____ Dated _____ for "Supplying Toners / Cartridges to NIB, NOIDA on rate contract basis".

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

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

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

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

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

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

VIII. SUPPLY OF GOODS:

(I) AND WHEREAS the delivery of the items / material mentioned in Doc 2 is required within 10 days of issue of the purchase order.

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

(iii) AND WHEREAS the delivery of the material will be made at NIB, A-32, Sector-62, NOIDA-201309 (UP) on FOR basis.

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

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

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

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

XIII. AND WHEREAS in case of any dispute of differences, the same shall be settled by reference to Arbitration by a sole arbitrator to be appointed by the Director, NIB, NOIDA. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

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

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

XVI. AND WHEREAS the quantity of supply may vary.

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

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

(Authorised Signatory)
Signed on behalf of Supplier

(Authorised Signatory)
Signed on behalf of NIB

Witness:

1.

2.