

NATIONAL LAW UNIVERSITY, DELHI

Sector-14, Dwarka New Delhi-110078

Notice Inviting Tender for bid for supplying Toners/ Cartridges to NATIONAL LAW UNIVERSITY, DELHI on rate contract basis

Date of issue of Tender: 18th February,2017

Last date for submission: 15th March, 2017 upto 1.00 pm

Date of opening of Tender: 15th March, 2017 at 3.00 pm

NATIONAL LAW UNIVERSITY, DELHI invites sealed tenders from competent & reputed manufacturers/ authorized distributors/ dealers for supplying Toners/ Cartridges on rate contract basis for the period of One year. The Technical & Financial bids are required to be submitted in separate sealed covers addressed to the Registrar, NATIONAL LAW UNIVERSITY, DELHI, Sector-14, Dwarka New Delhi-110078 as to reach us on or before 15th March, 2017 up to 1.00 pm, duly super scribing the work i.e. "Technical Bid for supplying Toners/ Cartridges on rate contract basis" and "Financial Bid for supplying Toners/ Cartridges on rate contract basis" on top of the cover. Technical Bid will be opened on 15th March, 2017 at 3.00 p.m. Tenderers should read the tender document carefully as enclosed and comply strictly with the terms and conditions before sending their bids.

1. Terms & Conditions

- a) The invitation is open for competent & reputed manufacturers/ authorized distributors/ dealers for the supply of Toners/ Cartridges on one year rate contract basis.
- b) The supplier should have at least 03 years' experience in supplying toner/cartridges to a government/ PSU organization/University /Autonomous bodies etc. The firm should be located in Delhi NCR.
- c) The quantities of items have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement during the year.
 - (i) The OEM Company may submit a bid either in its own name or through any of the authorised dealer, who has to provide services of supply and installation of materials to National Law University, Delhi. The bid without confirmation of the original equipment manufacturing company regarding authorization to sell the product shall not be considered.

2. Bid Security/Earnest Money Deposit (EMD)

- (a) EMD of Rs.30,000/- (Rs. Thirty thousand only) in the form of demand draft in favour of "Registrar, National Law University, Delhi" shall accompany the technical bid.

(b) A bid received without Bid security (EMD) shall be rejected as non-responsive at the bid opening stage and returned to the bidder unopened.

(c) The Bid security of the unsuccessful bidder will be discharged/ returned to them after finalization 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.

3. Performance Security Deposit (PSD)

(i) PSD @ 5% of estimated Annual order value (Rs.20.00 lakh approx.) of the contract will have to be made within 15 days of receipt of the communication of the selection of the bid.

(ii) PSD shall be in the form of Electronic Transfer/Demand Draft/Bank Guarantee payable to Registrar, National Law University Delhi.

(iii) The PSD should remain valid for a period of 60 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.

(iv) 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.

4. Documents/ Certificates

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 any further:

- (ii) Registration certificate as per existing norms (indicating the legal status- company/partnership firm/proprietorship concern, etc.).
- (iii) Copy of CST/ VAT/ TIN Registration Certificates.
- (iv) Copy of PAN Card.
- (v) Copies of Income Tax Returns filed for last 3 financial years.
- (vi) Proof of experience in supplying toner/ cartridges to at least one Deptt./ Ministry of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU) Autonomous

bodies/University (a copy each of at least one order received during each of last 3 years has to be attached).

(vii) Declaration regarding blacklisting or otherwise.

5. Mode of submission of Tenders and last date

The tender bids, complete in all respects, should be submitted in the prescribed form along with supporting documents in a sealed envelope addressed to the Registrar, National Law University, Delhi on or before 15th March, 2017 upto 1.00PM. The Technical & Financial bids should be submitted in separate envelopes.

6. Signing of the bids

(i) 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.

(ii) 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 authorized signatory may be attached.

(iii) 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.

7. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of one year from the date signing of contract agreement. A bid valid for a shorter period shall be rejected by the University as non-responsive.

8. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will also be treated as disqualification.

9. No withdrawal after submission of bids

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

10. Non acceptance of the tenders received after the last date

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

11. Rates/ Prices

(i) 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.

(ii) Rates should be valid for at least 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.

(iii) If there is any downward revision or decreasing in prices or taxes, the firm will intimate National Law University, Delhi regarding change in prices and pass on the benefit to the University, failing which the rate contract may be cancelled.

(iv) Rates should be quoted for free delivery at the store of National Law University, Delhi.

12. Penalty

(i) It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the University may impose penalty.

(ii) If the Bidder/ firm stops the supply without completing it, the University may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

13. Settlement of disputes

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 arbitrator appointed by Vice Chancellor/ Registrar, National Law University Delhi.

14. Purchaser's Rights

(i) National Law University, Delhi 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.

(ii) National Law University, Delhi reserves the right to award the tender to more than one Bidder.

- (iii) National Law University, Delhi reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- (iv) National Law University, Delhi reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
- (v) 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.
- (vi) 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 National Law University, Delhi will not be responsible for any loss to the concerned supplier for such supply.
- (vii) 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 contract or forfeiture of EMD & PDS 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.
- (viii) If the services of firm are found unsatisfactory or it is not able to supply the goods within specified time frame, the job will be entrusted to any other firm/ supplier at the risk of defaulting supplier.
- (ix) The term of the contract may be extend for further period of three months on the existing rates by the competent authority of National Law University, Delhi, in case such a need arises.

15. Basis of awarding the contract

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 terms & conditions.

16. 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 Performance Security Deposit (PSD) or charging penalty by issuing notice. Necessary action for blacklisting the firm may also be taken.

17. Guarantee/ Warrantee

The guarantee/ warranty given on toners/ cartridges by the OEM will be run by the firm.

18. Mode of Payment

The Payment against Bill/ Invoice shall be released only after receipt inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier through electronic transfer. No request for other mode of payment will be entertained. No advance payment will be made in any case.

19. Agreement

i) The successful bidder shall sign the Agreement in accordance with form of Agreement given at **Annexure IV** and submit the same to the Registrar, NATIONAL LAW UNIVERSITY, DELHI within 15 days of the receipt of notification of award.

20. General / others

(i) The bidders will be bound by the details furnished by him / her to the National Law University, Delhi, 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.

(ii) 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.

iii) All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

TECHNICAL BID

Sr. No.	Particulars	
1	Name of the bidder	
2	Address of the bidder	
3	Contact Details of the bidder	Tel. No Mobile No E-mail
4	Name of Proprietor/Partners/Directors of the firm/agency	
5	Registration and incorporation particulars of the bidder indicating legal status such as company, partnership/ proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)	
6	CST/ VAT/ Excise Duty/ TIN registration details (Pl. attach copies of the relevant documents/ certificates)	
7	Copy of Permanent Account Number (PAN) of the bidder	
8	Proof of experience in supplying toner/ cartridges to at least one Deptt./Ministry of the Govt. of India/ Govt. of Delhi/ Public Sector Undertaking (PSU) A copy each of at least one order received during each of last 3 years has to be attached)	
9	Declaration regarding blacklisting or otherwise by the University/ Govt. Departments/PSUs/ reputed private institutions	
10	The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.	
11	Details of Award / Certificates of merit etc, if any, received from any organization (Please attach copy of the certificates, if any)	
12	Bidders to ensure that all (i) Pages have been signed and stamped by the authorized persons (ii) Pages have been numbered (iii) 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.

Date _____

Signature & Seal of
Authorised persons

FINANCIAL BID

To
The Registrar
NATIONAL LAW UNIVERSITY,
DELHI, Sector-14, Dwarka
New Delhi-110078

Subject: Financial Bid for supply of toners to National Law University, Delhi

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 rates are as under:

S. No.	Printer/ Cartridge Model	Rate per items	Sale tax	VAT	Excise Duty	Total
1	2	3	4	5	6	3+4+5+6
1	Canon MF 8350Cdn/MF 8580CDW 418 -Black					
2	Canon MF 8350Cdn/MF 8580CDW 418 -Yellow					
3	Canon MF 8350Cdn/MF 8580CDW 418 -Cyan					
4	Canon MF 8350Cdn/MF 8580CDW 418 -Magenta					
5	Canon iR ADV C 2030 H/ C2020H NPG 52-Black					
6	Canon iR ADV C 2030 H/ C2020H NPG 52- Yellow					
7	Canon iR ADV C 2030 H/ C2020H NPG 52- Cyan					
8	Canon iR ADV C 2030 H/ C2020H NPG 52- Magenta					
9	Canon MF 8080 CW 416-Black					
10	Canon MF 8080 CW 416- Yellow					
11	Canon MF 8080 CW 416- Cyan					
12	Canon MF 8080 CW 416- Magenta					
13	Canon MF 5870 Dn 319- Black					
14	Canon MF 4570DN/MF 4570DW 328- Black					

S. No.	Printer/ Cartridge Model	Rate per items	Sale tax	VAT	Excise Duty	Total
1	2	3	4	5	6	3+4+5+6
15	Canon iR 2530/ Canon iR 2025 NPG51 Black					
16	Canon iR 3245 NPG 26 Black					
17	HP P 2055D/2055DN 05A Black					
18	HP LASERJET 1020 12A Black					
19	HP 1007/1008 88A Black					
20	HP LASERJET P 3005 DN 51 A Black					
21	HP LASERJET P 3015 55 A Black					
22	HP LASERJET 600 90A Black					
23	HP LASERJET P 500 COLOR MFP CE 400A BLACK					
24	HP LASERJET P 500 COLOR MFP CE 401A CYAN					
25	HP LASERJET P 500 COLOR MFP CE 402A YELLOW					
26	HP LASERJET P 500 COLOR MFP CE 403A MAGENTA					
27	CANON MF 226DN 337 BLACK					
28	Canon IX 700 SERIES PGI 9PBK- BLACK					
29	Canon IX 700 SERIES PGI 7BK -Black					
30	Canon IX 700 SERIES PGI 9M -Magenta					
31	Canon IX 700 SERIES PGI 9C -Cyan					
32	Canon IX 700 SERIES PGI 9Y-Yellow					
33	Samsung 9201/9251 Color Toner Set					

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

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company: _____

Annexure III

UNDERTAKING (To be submitted with Technical Bid) It is certified that my firm/ agency/ company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed educational institutions and no criminal case is pending against the said firm/ agency as on _____.

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No. : _____

Email Id: _____

Seal of the company:

Place: Date: _____

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.

This AGREEMENT made on this_ day of_____Between The Registrar, National Law University Delhi, Sector-14, Dwarka New Delhi (hereinafter referred to as NLUD) 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 NLUD invited bids through open tender, vide Notice Inviting Tender No. dated for “supplying Toners/ Cartridges to NLUD 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 NLUD.

III. AND WHEREAS NLUD 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 NLUD 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 NLUD 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 NLUD 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

NLUD, failing which the Contract is liable to be terminated at any time, without assigning any reasons by NLUD.

VIII. SUPPLY OF GOODS:

- a) AND WHEREAS the delivery of the items/ material mentioned in document is required within 15 days of issue of the purchase order.
- b) 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.
- c) AND WHEREAS the delivery of the material will be made at National University Delhi, Sector-14, Dwarka, Delhi-110078.

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

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

XI. AND WHEREAS NLUD 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, NLUD 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 Registrar, National Law University Delhi. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.

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

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

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

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

(Authorised Signatory)

(Authorised Signatory)

Signed on behalf of the Supplier

on Behalf of NLUD Witness:

- 1.
- 2.