

**F. No. A-11016/ 15 /2015-SDE**  
Government of India  
Ministry of Skill Development and Entrepreneurship

2<sup>nd</sup> Floor, Shivaji Stadium, S.B.S. Marg,  
New Delhi – 110001

Dated the 4<sup>th</sup> December, 2015

**TENDER NOTICE**

The Ministry of Skill Development and Entrepreneurship invites quotations from reputed & financially sound suppliers / authorized dealers for supply of **Computer Consumables and Toner/Fax/Cartridges** for its use for a period of One year. These items are generally purchased on requirement basis.

2. The application form, detailed information / terms and conditions and schedule of goods required, can be obtained from the Section Officer, General Section. The same can also be downloaded from the Ministry's website: <http://www.msde.gov.in>.

3. The cover containing the bid should be sealed and subscribed "Quotation for supply of **Computer/Fax/Consumables and Toner / Cartridges**" and should be addressed to Deputy Secretary, Administration, Ministry of Skill Development and Entrepreneurship. The schedule of receipt and opening of the bids is as under:-

<b>Last Date &amp; Time for receipt of bids</b>	<b>:</b>	<b>29.12.2015 till 3:00 P.M.</b>
<b>Date &amp; Time for opening of bids</b>	<b>:</b>	<b>29.12.2015 at 4:00 P.M.</b>
<b>Bid Security (Refundable)</b>	<b>:</b>	<b>Rs. 25,000/-</b>

The bids will be opened in the presence of the bidders or their representatives who may like to be present.

Deputy Secretary to the Government of India

## **INSTRUCTIONS TO THE BIDDERS**

1. The bids be sealed in a cover and subscribed “**Quotation for supply of Computer Consumable and Toner/Fax/Cartridges**”.
2. The bid should be accompanied by Demand draft for bid security of Rs. 25,000/- (Refundable). Bids received without bid security will not be considered.
3. **NCCF and Kendriya Bhandar are exempt from payment of Bid Security Only.**
4. The successful bidder will have to deposit Performance Security @10% of the contract value subject to maximum of Rs. 1.00 lakh in the form of DD/Bank Guarantee/ FDR duly hypothecated in favour of the DDO, Ministry of Skill Development and Entrepreneurship, New Delhi.
5. Proof of valid registration with Sales Tax Authorities, TIN No. & PAN No. should also be mentioned.
6. Complete Address of the firm with telephone number(s) should be indicated on the covers so that the firm could be contacted in case of any need.
7. Copies of Profit & Loss Account and Balance Sheet for the last three years should be enclosed.
8. Proof of having cleared all the Income Tax / Sales Tax dues during the last three years should also be enclosed.
9. Copies of Valid ST/CST/VAT registration should accompany the technical bids.
10. **Bid Form as per annexure-I** giving all details called for should be submitted with the technical bid.
11. Rates for all items are required to be quoted.
12. The rates should be mentioned clearly. Any cutting in the rates / over writing should be attested by the authority signing the bid. Bids received with cuttings / over-writings without attestation will not be accepted.
13. To maintain uniformity and quick assessment of the rates, the rates should be mentioned as per unit(s) / quantity and brands asked for in the schedule of goods. The firms should not make any deviation and quote rates for their own units, quantity, brands. Such bids shall be rejected.

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## ELIGIBILITY CRITERIA AND TERMS & CONDITIONS

1. The invitation is open to all manufactures, their suppliers and general order suppliers who are having at least 3 years of experience in supplying **Consumable and Toner/Fax/Cartridges** to the Ministries / Department of the Central Government and also NCCF and Kendriya Bhandar and fulfil the following criteria (documentary evidences are required to be submitted along with the technical bids):-
  - i) The bidder should have at least three years experience in supply to tendered items. The bidder should have got the purchase orders of **at least Rs. 10 lakh or more** every year in the last three financial years (2014-15, 2013-14 and 2012-13) of the tendered items from Government Departments, PSUs or other similar reputed organizations.
  - ii) The bidder should be authorized distributor/ dealer / reseller of the product.
  - iii) The bidder should have valid CST / VAT registration with Sales Tax authorities.
  - iv) The bidder should have PAN number issued by the Income Tax Department.
  - v) The bid security should be valid for at least 90 days beyond the closing date of submission of bids.
2. Documentary evidence about legal entity of the bidder and the authorized person who would interact with the Ministry of Skill Development and Entrepreneurship should be produced.
3. The firm should be in a position to supply these items mentioned in the schedule of goods at short notice as well as on holidays / Sundays also as and when required.
4. The owner / firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so as to enable this Department to call him in emergency cases. Mobile number(s) / e-mail address may also be given.
5. The supplier will be responsible for delivery of the goods in good condition in the Ministry's office or at a place selected by the Ministry at their risk and cost.
6. The goods supplied should not have been packed / manufactured more than three months before the date of delivery. The Department reserves the right to reject such items.
7. The Department may waive any minor infirmity or seek any clarification, if so desired.
8. In case a supplier is not able to supply the goods, for which supply order has been placed or have been requisitioned on urgent basis on telephone/e-mail address without formal supply orders, within the stipulated period of time, the supply order shall be cancelled and the Performance Security shall be forfeited immediately.
9. Bidders may please quote their unconditional rates strictly as per schedule of goods enclosed.
10. The rates should be quoted in Indian Rupees for delivery at the premises of the Department or any place selected by the Department within the National Capital Region of Delhi.
11. The rates will remain fixed for the period of contract. If the Rate Contract holder (Seller/ Vendor) reduces price or sales or even offers to sale the rate contracted goods at a price lower than the price quoted in the contract in this Ministry, the rate contract price will be

automatically reduced w.e.f. that date for all subsequent supplies under the rate contract and the rate contract shall be amended accordingly.

12. The rates should be inclusive of excise duty, freight, transportation, packing, forwarding, handling etc, but excluding of VAT / CST and local taxes, if any, which shall be paid by the Department as applicable. The rates should be quoted as per the **Price Schedule Performa in Annexure-II.**
13. Bids should be accompany bid security of Rs. 25,000/- in the form of Bank Draft drawn on any Nationalized Bank in favour of “DDO, Ministry of Skill Development and Entrepreneurship” New Delhi. The successful bidder(s) will be required to submit Performance Security @ 10% of the contract value subject to maximum of Rs. 1.00 lakh in the form of DD/Bank Guarantee/ FDR duly hypothecated in favour of the DDO, Ministry of Skill Development and Entrepreneurship, New Delhi within the 15 days of award of the contract failing which the contract will be awarded to the next lowest bidder and bid security shall be forfeited.
14. Bids received without bid security or received after the schedule date and time of receipt of bids shall not be considered.
15. No exemption will be given to any firm with regard to depositing of Bid Security. **However, NCCF & Kendriya Bhandar are exempted from depositing of bid security.**
16. Duly constituted Committee shall open and evaluate the Bids. The lowest quoted bidder (s) shall be chosen on the basis of total bid price received. However, the lowest bidder (s) has to match the price of other technically responsive bidders for the items for which his/their rates are higher. Department may consider to appoint more than one supplier on the same rates. In that case, any order may be placed on any appointed supplier at the discretion of the Department. Selected lowest bidder (s) shall be appointed on fixed rates for one year from the date of signing of Agreement. However, the agreement may be extended for next one year, if mutually agreed by both the parties.
17. In case the appointed supplier is found in breach of any condition (s) of tender/agreement at any stage or services of the supplier is found not to the satisfaction of the Department, the agreement may be terminated. The decision of the Department shall be final and binding in this regard.
18. Bidder shall sign all pages of quotations, documents, specification etc. forwarded with the quotation.
19. In case of any discrepancy between rate mentioned in the figures and words, the later shall prevail.
20. Any attempt of negotiation, directly or indirectly, on the part of the tenderer with the authority to whom he has submitted the tender or authority who is competent finally to accept it after he has submitted his tender or any endeavor to secure any interest for an actually or prospective tenderer or to influence by any means the acceptance of the particular tenders will render the tenderer liable to exclusion from consideration.
21. **The Ministry of Skill Development and Entrepreneurship reserves the right to reject any or all the bids in full or part or not to award the contract to the lowest bidder**

**without assigning any reason therefore and giving any compensation. The decision of the Department in this regard shall be final and binding on all.**

**22. BID SECURITY DEPOSIT (EMD):**

- i) Each quotation must be accompanied by Bid Security Deposit of Rs. 25,000/- which shall be in the form of Demand Draft drawn in favour of 'DDO, Ministry of Skill Development and Entrepreneurship', New Delhi and payable at New Delhi. Quotations received without Bid Security deposit are liable to be rejected. However, firms which are registered for supply of Stationery Items with NCCF/KB/DGS&D/NSIC may be considered for exemption from the provision of submission of Bid Security Deposit. In such case, copy of valid registration certificate from NCCF/KB/DGS&D/NSIC should invariably be deposited with the technical bid failing which bid may be rejected.
- ii) Bid Security deposit is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws or amends or impairs or derogates from the tender in any respect within the period of validity of the tender.
- iii) If the successful bidder (s) fails to furnish the performance security within 7 days of the Acceptance of his/their Bid, the Bid Security deposit shall be liable to be forfeited by the purchaser.
- iv) The Bid Security Deposit of all the unsuccessful tenderers will be refunded as early as possible after the expiry of the period of the bid validity and after issue of the purchase order. No interest shall be payable by the Department on the Bid Security Deposit.
- v) Bid Security Deposit of successful bidder (S) shall be refunded after furnishing of Performance Security.

**23. PERFORMANCE SECURITY:**

14. The successful bidder (s) will be required to submit Performance Security @10% of the contract value subject to a maximum of Rs. 1.00 lakh in the form of DD/Bank Guarantee/ FDR duly hypothecated in favour of the DDO, Ministry of Skill Development and Entrepreneurship, New Delhi within 21 days of award of the contract failing which the contract will be awarded to the next lowest bidder and bid security shall be forfeited without prejudice to other remedies. Performance Security shall be released immediately after the expiry of contract period. No interest will be payable by the purchaser on the performance security. Performance Security should be valid for a minimum period of 14 months from the date of acceptance.

**24. DELIVERY PERIOD:**

The bidder must be in a position to supply the ordered items at a very short notice as and when needed. However, in any case, the delivery shall be required to be completed within 7 days of placement of the purchase order. In case the supplier fails to deliver the items within the stipulated delivery period, the Department may recover Liquidated Damage as per clause 31, cancel the purchase order, terminate the Agreement and forfeit the performance security.

**25. LIQUIDATED DAMAGE:**

If the supplier fails to deliver any or all of the goods within the period specified in the purchase order, the purchaser shall without prejudice to its other remedies, deduct as liquidated damage @ 1.5 % of the price of the delayed goods for each and every week (part of the week shall be considered as full week) subject to a maximum of 7.5 % of the delayed supply value and the same shall be deducted from the bill (s) or any other payment due to the party. Department

shall be at liberty to terminate the agreement, cancel the purchase order and may also forfeit the Performance Security in case, supplier fails to deliver the items within stipulated deliver period.

All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.

**26. ARBITRATION:**

In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator, should both parties fail to agree on by mutual consent, then Department will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.

Deputy Secretary (Admn)  
Ministry of Skill Development and Entrepreneurship

**BID FORM**

1. Name & Address of the Bidding Firm:
2. Name & Designation of the person Signing the Bid
3. Mobile/Landline Telephone Number (s)
4. Bid Security Details:
5. CST/VAT Registration No.:
6. PAN Number:  
(Copy enclose)
7. Authorized reseller/agent/distributor:
8. Annual Turnover of each financial Years during the last 3 years
9. Year wise amount of purchase orders of similar items executed in last three years  
(Copies of purchase orders/invoices of At least Rs. 10 lakh per annum enclosed)
10. Terms & Conditions of contract mentioned in the invitation of bid are  
ACCEPTABLE/NOT-ACCEPTABLE
11. Deviation in terms and conditions/specifications (if any)
12. Capacity in which bid is signed by the bidder (Proprietor/partner/Director)

Signature of Bidder \_\_\_\_\_  
Name in Block Letter \_\_\_\_\_

Place \_\_\_\_\_  
Date \_\_\_\_\_

**SCHEDULE OF REQUIREMENT**

Annexure-II

**CDs/DVDs**

S.No.	Item	Rate
1.	CD-R (Sony) Pack of 50 CDs Rate each Pack	
2.	CD-R (Sony) Pack of 10 CDs Rate each Pack	
3.	CD-RW(Sony) Pack of 5 CDs — Rate each Pack	
4.	DVD-R (Sony) Pack of 5 DVDs Rate each Pack	
5.	DVD-RW(Sony) Pack of 5 DVDs — Rate each Pack	

**FAX Rolls / FAX Toner/ Cartridges/ Drum**

S.No.	Item	Rate
1.	Cannon-L-170 (C-328)	

**Computer Toner/ Cartridges**

S.No.	Item	Rate
1.	HP-1136 (388A)	
2.	HP (278A)	
3.	HP Laser Jet Pro Color 177fw —{CF-350-A(Black)} —{CF-351-A} —{CF-352-A} —{CF-353-A}	
4.	HP ProX 551dw- (970XL- (Black) (971 XL- Cyan) (971XL- Magenta) (971XL- Yellow)	
5.	HP M 521dn - (CF 55A)	
6.	HP Pro 400 M 425 dn - (CF 280A)	
7.	HP MFP M 476dw (CF 380A, CF 381A, CF 382A, CF 383A)	
8.	HP M-226 dn ( <b>CE 283 A</b> )	
9.	HP 8620e (cartridge – 950(Black) / 951(cyan, magenta, yellow)	
10.	Canon MFP 3010 ( tonner 925)	

**Photocopier machines Toner/ Cartridges**

S.No.	Item	Rate
11.	Toshiba-e- studio 456 SE (T-4590 D)	
12.	Canon color photocopier c-2220 NPG-52 (Black) NPG-52 (cyan) NPG-52 (Margenta) NPG-52 (Yellow)	
13.		



S.N	Item	Rate
	HP Q5952A	
	HP Q5953A	
	IIP C4936A	
	I IP C4937A	
	HP C4938A	
	HP C49 39A	
	Samsung, M660A	
	Samsung M660B	
	Samsung Y660A	
	Samsung Y6603	
	HP Colour cartridge CC540A	
	HP Colour cartridge CC541A	
	HP Colour cartridge CC542A	
	HP Colour cartridge CC543A	
	HP Colour cartridge 901 Black	
	HP Colour cartridge 901 Colour	
	HP Colour cartridge CC530A	
	HP Colour cartridge CC531A	
	HP Colour cartridge CC532A	
	HP Colour cartridge CC533A	
	HP- P1566- CE278A	
	CLP-610ND- C660A/660B- Cyan	
	CLP-610ND- M660A/6603-Magenta	
	CLP-610ND- Y660A/660B-Yellow	
	K660A/XIP-Black	
	CLT-620ND- C5085/C508L- Cyan	
	CLT-620ND- M5085/Y508L-Magenta	
	CLT-620ND- Y5085/Y508L-Yellow	
	CLT-620ND- Y5085/Y508L-Black	
	Samsung — MLT D 1043 S	
	LIP Lasedet cartridge 80A	
	Colour cartridge (85N EPSON T-60 One set (SIX COLOUR)	
	HP 950XL (Black)	
	HP 951XL (Cyan)	
	HP 951 XL (Magenta)	
	HP 951XL (Yellow)	
	Samsung Laser Printer MLT 106 (2245)	
	Toner (HP Q 7551A)	
	HP CE 400A (K)	
	HP CE 401A (C)	
	HP CE 402A (Y)	
	HP CE 403A (M)	
	Sharp (MX -452/N)	
	HP CE 410A (Black)	
	HP CE 411 A (Cyan)	
	HP CE 413A (Magenta)	
	HP CE 412A (Yellow)	
	HP 940XL (Black)	
	LIP 940X 1... (Cyan)	

	HP 940XL (Yellow)	
	HP 1025 Colour laser jet printer CE 310A (Black)126A	
	HP1025 Colour laser jet printer CE 311A (Cyan) 126A	
	HP1025 Colour laser jet printer CE 312A (Yellow) 126A	
	HP1025 Colour laser jet printer CE 313A (Magenta )126A	
	HP 1524 N CE 320A (Black)	
	HP 1524 N CE 321A (Cyan))	
	HP 1524 N CE 322A (Yellow)	
	HP 152-1 N CE 323A (Magenta)	

**Photocopier Toner / Cartridge**

S.No	Item	Rate
	Toshiba-e- studio 456 SE (T-4590 D)	
	Canon color photocopier c-2220 NPG-52 (Black)	



