

**LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)**

TENDER DOCUMENT

FOR

**RECONDITIONING/REMANUFACTURING OF HPQ2612A
AND HPCC388A TONER CARTRIDGES ON ANNUAL RATE
CONTACT BASIS**

**PARLIAMENT HOUSE ANNEXE
NEW DELHI**

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

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LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)

Room No. 408,
Parliament House Annexe,
New Delhi-110001

No. 32/2/2/2012/GPB

Date: 23.04.2012

From

R.C. Sharma
Under Secretary

To

All concerned

Sir/Madam,

Subject: Limited Competitive bidding for awarding annual contract for reconditioning/remanufacturing of HP Q 2612A and HP CC388A toner cartridges.

Lok Sabha Secretariat (LSS) intends to award annual contract for reconditioning/remanufacturing of HP Q2612A and HP CC388A toner cartridges. Bids are, therefore, invited from the firms having experience and expertise in reconditioning/remanufacturing of toner cartridges.

2. The tender document consists of (i) scope of the work; (ii) instructions to the bidders; (iii) terms & conditions of the tender; (iv) schedule of rates (Financial bids); (v) declaration; and (vi) specimen of agreement of signing contract. The same can be downloaded from www.loksabha.nic.in. Bidders are requested to go through the instructions to the bidders and terms & conditions contained in the tender document.

Yours sincerely,

Sd/-

UNDER SECRETARY
Tel. Nos. 2303 4408
2303 4410

E-mail: gpb-lss@sansad.nic.in

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

SCOPE OF WORK

This tender calls for Annual Contract for reconditioning/remanufacturing of HPQ2612A and HPCC388A toner cartridges. The scope of said Annual Contract includes replacement of key parts and refilling of toner powder in the used toner cartridges. Empty/used toner cartridges for reconditioning/remanufacturing will be provided by the Lok Sabha Secretariat.

Mandatory steps/measures to be taken in reconditioning/remanufacturing of toner cartridges:-

- 1. Replacement of key parts:-** Key parts to be replaced in remanufacturing/reconditioning of toner cartridges will be as per the following specifications:-
 - (a) Toner Powder (finest quality)
 - (b) OPC Drum
 - (c) Wiper Blade
 - (d) Doctor Blade
 - (e) Magnetic roller
 - (f) Soft PCR
 - (g) Recovery blade

- 2. Quantity of toner powder:-** Quantity of toner powder must be 120-130 gms. in each reconditioned/remanufactured HPQ2612A toner cartridge and 80 gms. in each reconditioned/remanufactured HPCC388A toner cartridge.

- 3. Output/yield of toner cartridge:-** The output/yield and printing quality of reconditioned/remanufactured toner cartridges should be equal to that of an Original Equipment Manufacturers (OEM). Printing capacity of reconditioned/remanufactured HPQ2612A and HPCC388A toner cartridges must be 2200-2400 pages and 1400-1500 pages, respectively at 5% coverage area i.e. text mode.

- 4.** Empty toner cartridges shall be picked up/collected from General Store Branch of Lok Sabha Secretariat for reconditioning purposes free of cost by the firms.

- 5.** Empty toner cartridges provided by Lok Sabha Secretariat will be marked as 'SUPPLIED BY LSS' to ensure that the firm/bidder supply the same back after reconditioning.

- 6.** Old replaced parts shall have to be returned to Lok Sabha Secretariat free of cost.

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

INSTRUCTIONS TO THE BIDDERS

1. Minimum Eligibility Criteria:-

Bidders should have:-

- (i) **their own set up for reconditioning/ remanufacturing of toner cartridges (Site visit may be undertaken).**
- (ii) minimum **3 years** of experience of supplying reconditioned/remanufactured toner cartridges in bulk to Depts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Corporates (a copy each of any two POs received during each of last 3 years has to be attached)
- (iii) minimum turnover of **Rs. 80 lakh** per annum during each of the last three financial years (valid and certified proof has to be attached)
- (iv) not been blacklisted by the Depts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Corporates. Declaration has to be given in the prescribed format- **(Annexure-I)**

2. Bid Security/Earnest Money Deposit (EMD)

2.1 EMD @ 2% of the bid value in the form of banker's cheque/demand draft from any of the scheduled banks drawn in favour of "**Drawing and Disbursing Officer, Lok Sabha**" shall accompany the bid.

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

2.3 EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.

2.4 The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD in any case.

2.5 The Bid security of the unsuccessful bidder will be discharged/returned to them within 30 days after finalization and award of the contract without any interest.

- 2.6 The bid security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity specified in the bid document;
 - (b) In the case of successful bidder, if the bidder fails to :
 - (i) Sign the contract
 - (ii) Furnish the Performance Security within the time specified in the document

3. Performance Security Deposit (PSD)

3.1 PSD @ 5% of order value of the contract will have to be made **within 7 days** on receipt of notification of award to ensure due performance of the contract.

3.2 PSD shall be in the form of (i) A/c Payee Demand Draft payable to **Drawing and Disbursing Officer, Lok Sabha** , New Delhi; (ii) Deposit receipt from a Nationalized Bank; or (iii) Bank Guarantee from a Nationalized Bank.

3.3 The 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.

3.4 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:

- (a) Registration certificate as per existing norms(indicating the legal status— company/partnership firm/proprietorship concern, etc.);
- (b) Copy of CST/VAT/TIN Registration Certificates;

- (c) Copy of PAN Card;
- (d) Copies of Income Tax Returns filed for last 3 financial years
- (e) Proof of experience in supplying reconditioned/remanufactured toner cartridges in bulk to Depts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Corporates (a copy each of any two POs received during each of last 3 years has to be attached)
- (f) Audited Profit & Loss Account Statements for the last 3 financial years.
- (g) Declaration regarding blacklisting or otherwise. (**Annexure-I**)

5. Mode of submission of Tenders and last date

The Tenders, complete in all respects, should be submitted in a prescribed form along with supporting documents in a sealed envelope addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No.408, Parliament House Annexe, New Delhi**, and must reach on or before **17th May, 2012 by 3.00 P.M.** Tenders may be hand delivered at the aforementioned address or sent by registered/speed post also so as to reach the aforementioned address on or before the said date. If sent by post, Lok Sabha Secretariat will not be responsible for delay or loss in transit.

If the date on which the tender is to be opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

6. Signing of the bids

6.1 **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.

6.2 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.

6.3 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 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

8. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates will 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. Non transferability

This tender is non transferable.

12. Extension of last date at the Discretion of LSS

The Director (GP&GS), Lok Sabha Secretariat, New Delhi, may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

13. Need for Clarification

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may write to the **Under Secretary(GPB), Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No.23034408/23034410)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

TERMS & CONDITIONS

Rates/ Prices

1. 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 (as shown in Schedule of rates). **If these levies are included in the price quoted without giving the break up details such bids will summarily be rejected.**
2. 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.
3. The rates quoted for reconditioning/remanufacturing of toner cartridges shall be inclusive of replacement of all key parts, refilling of toner powder, taxes, etc. complete in all respects as per scope of work. Nothing extra shall be payable on any account.
4. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
5. Rates should be quoted F.O.R. Destination (Free delivery at LSS Store).

Penalty

6. It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the LSS may impose penalty.
7. If the Bidder/firm stops the supply without completing it, the LSS may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

Settlement of disputes

8. 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 Secretary General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

Purchasers Rights

9. The LSS 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.

10. The LSS reserves the right to award the tender to more than one Bidder.

11. The LSS 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.

12. The LSS reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.

13. 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.

Basis of awarding the contract

14. 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.

Delivery

15. 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) by issuing notice and necessary action for **blacklisting** the firm may also be taken.

Guarantee/Warranty

16. Guarantee of the reconditioned/remanufactured toner cartridges must be at least 6 months from the date of delivery till the toner gets empty.

17. In the event of re-manufacturing defects of cartridge, the firm/bidder has to replace the same free of cost.

18. In case of recurrence of defects in the cartridges, the contract shall be terminated at any point of time with 15 days' prior intimation to the firm/bidder.

Mode of Payment

19. Payment against Bill/Invoice shall be released only after supply/inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier through **A/c payee cheque only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

Change in quantity

20. Quantity of the required item shown in the tender is approximate and may vary.

Agreement

21. The successful bidder shall sign the Agreement in accordance with form of Agreement included in the Bid Documents and submit the same to the General Procurement Branch within a week of the receipt of notification of award. The Under Secretary of the General Procurement Branch shall return the draft duly approved within ten days from the receipt of the draft 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 (**Annexure-II**).

General /others

22. The bidders will be bound by the details furnished by him / her to LSS, 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**.

23. 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.

24. 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.

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

Tender No 32/2/2/2012/GPB

Dated 23.04.2012

From

To

**The Director (GP&GS)
General Procurement Branch,
Lok Sabha Secretariat, Parliament House Annexe,
New Delhi-110001.**

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the tender document for supply of the items required -

My / our rates are as under-

SCHEDULE OF RATES (FINANCIAL BIDS)

Sl. No.	Details of the item	Approximate Qty. Required	Rate per Unit (Rs.)	VAT/ ST/ ED (Rs.), If any.	Total (4+5) Rs. in figures	Total in Words (Rs.)	Brand/ make of toner powder	Printing capacity per cartridge in 5% coverage area (in pages)
1	2	3	4	5	6	7		
1	Reconditioned/ remanufactured HPQ2612A toner cartridges *	1300 nos. #						
2	Reconditioned/ remanufactured HPCC388A toner cartridges *	700 nos. #						

*** Key parts i.e. toner powder, OPC Drum, wiper blade, doctor blade, magnetic roller, PCR & recovery blade to be replaced.**

The quantity is approximate and is likely to vary.

Annexure-I

**ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF
HPQ2612A AND HPCC388A TONER CARTRIDGES**

**Tender No 32/2/2/2012/GPB
Dated 23.04.2012**

DECLARATION

To

The Director (GP&GS),
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir,

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

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

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/ banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but in any case not later than 15 days, if any firm in which Proprietor /Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Date:

Designation with Seal of the Firm

ANNEXURE-II

ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES

PROFORMA OF RATE CONTRACT AGREEMENT

To be executed at the time of entering into agreement. 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 is made on this day of2012 between M/s.....herein referred to as the contractor carrying on business under the name and style of M/s.of the one part. **Lok Sabha Secretariat (LSS)**, acting through the **Director (GP&GS)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of **reconditioned/remanufactured toner cartridges** in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows:-

01. The contractor agrees to undertake to supply the **reconditioned/remanufactured toner cartridges** as per the requirement as agreed to in their tender and letter dated at the rates quoted by him/them. The rates are inclusive of all the levies, taxes like sales tax and excise duty freight inclusive /exclusive as the case may be.
02. The supply of **reconditioned/remanufactured toner cartridges** which is not in conformity with the requirements/ specifications are liable to be rejected.
03. This contract shall be effective from toThe Tender is valid for a period of one year from the date of signing of the agreement, which can be extended for a further period of three months on the same rate and terms & conditions on mutual consent of both parties. The quantity shown in the tender is approximate, is likely to vary and will be procured by placing purchase orders at the monthly/quarterly/half yearly intervals as per the requirement from time to time.

04. The contractor shall execute the Purchase Orders (P.Os) placed by the concerned Officer with great promptness and to satisfaction of the Lok Sabha Secretariat. The contractor shall agree that the penalty at one percent (1%) of the P.Os shall be imposed for each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.
05. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained, of his part to be observed with full power. Director (GP&GS) or Additional Director (GP&C) on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
06. The security deposit shall be released after three months after successful completion of the work at the end of the contract period including the extended period, if any.
07. That 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 Secretary-General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
08. The Security Deposit is liable to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended/renewal period, if any.

09. **Lok Sabha Secretariat reserves the right to terminate this Agreement at any point of time with 15 days' prior intimation to the contractor.**
10. That the tender schedule and terms and conditions shall also form part of the agreement.
11. That the contractor acknowledges that he has fully acquainted himself with all the terms & conditions and he shall not plead ignorance of any of the terms & conditions.

In witness whereof, the contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year written above.

**Signature of the authorized official of the
Company/Firm**

Signature:
Name :
Address :

**Signature of the authorized
official of the LSS**

Signature:
Name :
Address :