

**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. 32/2/2/2014/GPB

Date: 07.04.2014

From

**K.C. Pandey
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. The approximate value of annual procurement is Rs. 20 lakhs.

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

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

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 Stores 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. Reconditioned toner cartridges shall be supplied in pull-out sealing tape, packing of air bubble box (inner packing) and paperboard box (outer packing) indicating the name of the supplier/company.
7. 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

Tender No. 32/2/2/2014/GPB

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INSTRUCTIONS TO THE BIDDERS

1. Definitions

- (i) 'The Purchaser' means the Lok Sabha Secretariat.
- (ii) 'The Bidder' means the individual or firm who participates in this tender and submits bid.
- (iii) 'The supplier' means the individual or firm supplying the goods under the contract.
- (iv) 'The contract price' means the price payable to the supplier under the purchase order for the full and proper performance of its contractual obligation.

2. Bid Document

- (i) Instructions to the bidder
- (ii) Terms and conditions of the tender
- (iii) Information and documents required to be submitted along with the bid
- (iv) Financial bid format (price schedule)

2.2 The bidder(s) is/are expected to examine all instructions, terms and conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid document in every respect will be at the bidder's risk and may result in rejection of the bid.

3. Minimum Eligibility Criteria:-

Bidders should:-

- (i) be an Indian company/firm engaged in re-manufacturing and supplying of computer toner cartridges in bulk in Delhi/NCR and having its Office (head office/regional/Branch Office) in Delhi/NCR.
- (ii) **have their own set-up for reconditioning/ remanufacturing of toner cartridges (Undertaking has to be given in prescribed format-Annexure-I).**

- (iii) have 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)/Autonomous Bodies/Corporates (copies of two Purchase Orders issued during each of last three years to be attached)
- (iv) have minimum turnover of **Rs. 40 lakh** per annum during each of the last three financial years (valid and certified proof has to be attached)
- (v) not have been blacklisted by the Depts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Autonomous Bodies/Corporates. Declaration has to be given in the prescribed format- **(Annexure-II)**

4. Documents/Certificates

The bidders are required to submit bid enclosing therewith photocopies of following documents (Documents in original should be produced for verification before signing of the agreement), 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 three 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)/Autonomous Bodies/Corporates (copies of two Purchase Orders received during each of the last 3 years should be enclosed)
- (f) Copies of Audited Profit & Loss Account Statements for the last three financial years.
- (g) Undertaking in letter head regarding business set-up of reconditioning toner cartridges **(Annexure-I)**
- (h) Declaration regarding blacklisting or otherwise. **(Annexure-II)**

5. Bid Security/Earnest Money Deposit (EMD)

5.1 The Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand Only) should necessarily accompany the Bid in the form of Banker's cheque/Demand Draft drawn in favour of '**Drawing and Disbursing Officer, Lok Sabha**' payable at New Delhi.

5.2 EMD shall remain valid for a period of 60 days beyond the final validity period of bids (120 days).

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

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

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

5.6 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.

5.7 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.

6. Clarification on Bid document

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may write to **the Director (GP&GS), Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 (Ph.No 23034408 / 23034410)** or by e-mail at the mailing address **gpb-lss@sansad.nic.in** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

7. Amendment of Bid document

7.1 At any time prior to the dead line for submission of bids, the purchaser may for any reason whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bid documents by amendment. The amendment will be uploaded onto LSS website www.loksabha.nic.in for the benefit of all the prospective bidders.

7.2 In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the Director (GP&GS), General Procurement Branch may at his discretion, extend the deadline for the submission of bids.

8. Rejection of incomplete and conditional tenders

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

9. Non transferability

This tender is non transferable.

10. Preparation of Bids

Language of Bid

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the purchaser shall be written in English only.

11. Documents comprising the bid

The Bid should consist all the documents/certificates required to be submitted and also the duly filled in schedule of rates.

N.B. : All the documents submitted in the bid must be legible and self attested. Otherwise the bid is likely to be rejected.

12. Bid Prices

12.1 The rates should be quoted in Indian Rupees only in words as well as 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.

12.2 Only one price should be quoted for each item and if more than one price is quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.

12.3 Rates/prices should be valid for one year from the date of signing of the agreement. Rates/Prices shall remain fixed during the entire period of contract i.e. one year. No claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.

12.4 Prices should be quoted FoD basis (Free delivery at LSS) only.

13. 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.

14. Signing of the bids

14.1 The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.

14.2 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.

14.3 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.

15. Submission of Bid

Sealing, Marking & Submission

15.1 The bid shall be submitted in accordance with the procedure detailed herein.

- (i) Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.
- (ii) **Envelope No.1** shall contain the bid security/EMD as indicated in clause 5.1 of these instructions to bidders.
- (iii) **Envelope No.2** shall contain:
 - (a) all the information and documents in the same serial order as given in P no. 21 of this tender document. A covering letter also should accompany the bid, and;
 - (b) shall contain the rates / prices of the items duly filled in (schedule of rates) and signed and stamped. The bidder must fill up quoted price against each item in the space provided in the respective columns.

15.2 The above two envelopes shall bear the Name of the Work i.e. **Supply of reconditioned/remanufactured toner cartridges to Lok Sabha Secretariat on rate contract basis** along with Tender Number, due date and time and shall be sealed in a third envelope (third envelope also should bear the name of the work as described above along with tender number, due date and time) and addressed to **The Director (GP&GS), General Procurement Branch, Room no. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi-110001 and must reach on or before 02.05.2014 by 1500 hours.** If the date on which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

15.3 The bidders must have to submit one sample of each Q2612A and CC388A reconditioned toner cartridges for which rates are quoted along with their bids. Bids not accompanied by samples will summarily be rejected. The samples will be returned after selection of the bidder.

15.4 Bids should be hand delivered at the address mentioned in clause 15.2.

15.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.

15.6 The bidder shall seal the bid.

16. Deadline for submission of bids

16.1 Bids must be submitted to the **Director (GP&GS), General Procurement Branch, Lok Sabha Secretariat, Parliament House Annexe, New Delhi** on or before the prescribed date and time i.e. 02.05.2014 by 1500 hours.

16.2 No bids will be received/accepted after the expiry of the prescribed date and time for submission of the bids.

16.3 **Director (GP&GS), General Procurement Branch, Lok Sabha Secretariat,** may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

16.4 The responsibility for submission of the bids in time would rest with the bidder.

16.5 Telegraphic / Fax offers will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.

16.6 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

17. Modification and withdrawal of bids

17.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of the bids.

17.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 15. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post (which should be received by the Purchaser before the deadline for submission of bids).

17.3 Subject to clause 16.3 no bid shall be modified subsequent to the deadline for submission of bids.

18. Bid Opening and Evaluation

Bid Opening

18.1 **Envelop No.1** containing the bid security shall be opened by **Pay and Accounts Officer (P&AO)** of Lok Sabha Secretariat **at 1600 hours (4 PM) on the last date for submission of the bids i.e. on 02.05.2014** in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found as prescribed the bid shall summarily be rejected. The representatives are required to bring photo identity card issued by the firm / employer and also a copy of the authorization as given in the **Annexure-III**

18.2 **Envelop No. 2** containing all the information, documents and duly filled in financial bid indicating the rates / prices as given in clause 15.1 shall then be opened. Bids shall be numbered serially by P&AO. The bidder's names, documents submitted/ not submitted and such other details as the P&AO, at its discretion may consider appropriate shall be announced at the bid opening.

18.3 The empowered Committee/officers shall examine/ evaluate the bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified ,(iv) complied with all the instructions contained therein , (v) the requisite bid securities have been furnished; (vi) the bids have been properly signed and stamped; (vii) the bids are generally in order, etc. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

18.4 Only summary of prices quoted by the bidders will be read out.

19. Process to be confidential

19.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

19.2 Any effort by the bidder to influence the Purchaser in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

20. Clarification of Bids

To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

21. Determination of Eligibility & Responsiveness

21.1 The empowered Committee/officers will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.

21.2 A bid which in relation to the cost estimates of the empowered Committee is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

22. Evaluation and Comparison of Bids

22.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid document, in accordance with Clause 21 will be evaluated. **The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.**

22.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary

22.3 Evaluation of the bids will take into account, in addition the bid amounts, the following factors:

- a) Arithmetical errors corrected in accordance with Clause 22.6
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments

22.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation;

22.5 A bid determined as substantially non responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

22.6 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern;
- b) Incorrectly added totals will be corrected;
- c) In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail;

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

22.7 The purchaser may waive any minor infirmity or non conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

23. Contacting the Purchasers

23.1 Subject to clause 20 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time contract is awarded.

23.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24. Award of Contract

Award Criteria

Subject to Clause 22, the contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid provided further the bidder has the capability and resources effectively to carry out the contract works.

25. Right to accept / reject any or all Bids

Notwithstanding Clause 22 the Lok Sabha Secretariat reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

26. Notification of Award

26.1 Prior to the expiration of the prescribed period of bid validity, the **Director (GP&GS) General Procurement Branch** will notify the successful bidder by fax or e mail or letter confirming in writing that his bid has been successful .

26.2 The notification of award will constitute the formation of the contract.

26.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Tender, **Director (GP&GS), General Procurement Branch** will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

27. Signing of Agreement

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Document and submit the same to the **Director (GP&GS), General Procurement Branch** within a week of the date of receipt of notification of award. The **Director (GP&GS), 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 two weeks from the receipt of the approved draft.

28. Annulment of the Award

28.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of the Purchaser or call for new bids.

28.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the item in time. Further, the suppliers whose items do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser.

28.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

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

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

TERMS & CONDITIONS

1. Application

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods

2. Standards

2.1 The good supplied under this contract shall conform to the standards prescribed specifications mentioned there against the goods in the financial bid.

2.2 The bidder should furnish the full specification of the goods offered in the tender. No change shall be permitted after opening of bids.

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 supply order to ensure due performance of the contract.

3.2. PSD shall be in the form of (i) Demand Draft in favour of **Drawing and Disbursing Officer, Lok Sabha** payable at New Delhi (ii) Deposit receipt from a Nationalized Bank in favour of Drawing and Disbursing Officer, Lok Sabha; or (iii) Bank Guarantee from a Nationalized Bank. In case PSD is in the form of bank guarantee, such a bank guarantee should be from a nationalized bank and in the form provided in the **Annexure-IV**.

3.3 The PSD should remain **valid** for a period of **sixty 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 can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. Liquidated damages

Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.

5. Force Majeure

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war of hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchase as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

6. Termination for Default

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part , if

- (a) the supplier fails to deliver any or all the goods/items within the time period (s) specified in the P.O., or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and
- (c) the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

7. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

8. Set Off

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the Lok Sabha Secretariat or any other person(s) contracting through the Purchaser and set off the same against any claim of the Purchaser or LSS or such other person or person(s) for payment of sum of money arising out to this contract or under any other contract made by the supplier with the Purchaser or LSS or such other person(s) contracting through the LSS.

9. 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 arbitration of the Secretary General, Lok Sabah 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.

10. Mode of Payment

10.1 Payment against Bill / Invoice shall be released only after execution of the supply order and the quality of the items are found to the satisfaction of the LSS. Payment will be made direct to the supplier through **A/c payee cheque only**.

10.2 No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

11. Change in quantity

Quantity given in the financial bid is approximate. It may likely to vary.

12. Agreement

The selected bidder should sign an agreement with the Lok Sabha Secretariat (LSS) as per the specimen (**Annexure -V**)

13. Purchaser's Rights

13.1 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.

13.2 The LSS reserves the right to award the contract to more than one Bidder.

13.3 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.

13.4 If a firm after award of the contract violates any of the terms and conditions, fails to honour its bid without sufficient grounds and within reasonable time it shall be liable for blacklisting for a suitable period. EMD/performance security shall be forfeited.

14. Delivery

14.1 The delivery of the reconditioned toner cartridges has to be staggered over the year as given below-

- | | | | |
|-------|--|---|---------------------------|
| (i) | Immediately after placing supply Order | - | 25% of the total quantity |
| (ii) | Three months thereafter | - | 25% of the total quantity |
| (iii) | Three months thereafter | - | 25% of the total quantity |
| (iv) | Three months thereafter | - | 25% of the total quantity |

However, LSS reserves the right to change the above schedule of supply depending upon their urgent requirement especially during Parliament Session. In case, the firm fails to supply the required quantity **within 10 working days** 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.

14.2 The Inspection Team of Lok Sabha Secretariat shall inspect the items on receipt to examine whether the items supplied are in conformity with the approved sample before issuance of the same to the officers/ staff of the Purchaser. In case the inspection team rejects the consignment for not conforming to the approved sample the supplier has to replace the consignment ensuring conforming to the approved sample within the given time.

15. Penalty for substandard / inferior quality

15.1 A penalty of 20% of P.O shall be imposed on the supplier for supplying reconditioned cartridges which are sub standard (inferior quality)/ not as per approved sample, if any. Further the firm is liable for blacklisting.

15.2 If the selected bidder/firm does not supply the items/ does not make available within the stipulated period as may be indicated by the Purchaser, the Purchaser reserves the right to arrange the supply from another firm and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser.

16. Validity of rates

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non-responsive.

17. Supply in packing

Reconditioned toner cartridges shall be supplied in pull-out sealing tape, packing of air bubble box (inner packing) and paperboard box (outer packing) indicating the name of the supplier/company.

18. Guarantee/Warrantee

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

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

18.3 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.

19. General/Others

19.1 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 order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

19.2 The bidders will be bound by the details furnished by them to LSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false 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.**

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

Tender No. 32/2/2/2014/GPB
Date of opening of the bids: 02.05.2014

INFORMATION AND DOCUMENTS TO BE SUBMITTED

- 1 Name of the Tenderer Firm/Agency/Company:
 - 2 Address of the Tenderer Firm/Agency/Company:.....
.....
 - 3 Contact Details of the Tendering Firm/Agency:
(a) Tel. No. with STD (O)..... (Fax).....(R).....
(b) Mobile No.....(c)E-mail.....(d) Website.....
 - 4 Name of Proprietor/Partners/Directors of the firm/agency:
 - 5 Tenderer's bank, its address and his current account number:
 - 6 Registration and incorporation particulars of firm:
 - 7 CST/VAT/Excise Duty/TIN, etc. registration details
 - 9 Permanent Income Tax Number (PAN)/Income Tax Circle/TIN
 - 10 Copies of Income Tax Returns filed for last three financial years.....
 - 11 Annual turnover for the last three financial years
- (Audited balance sheets and Profit & Loss A/c Statement should be attached)

- 12. Undertaking in letter head regarding business set-up of reconditioning toner cartridges (**Annexure-I**)
- 13. Declaration regarding blacklisting or otherwise by the Govt. departments (as per **Annexure-II**)
- 14. Details of Earnest Money Deposit
- 15. Copies of two PO's issued by Deptts./Ministries of Govt of India/PSUs /Autonomous Bodies of Govt. of India during the last three years.....
- 16. Any other information:

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

Dated..... Name & Address of Firm.....
Authorised Signature & Seal of the Firm

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

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

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 *	1200 nos .#						
2	Reconditioned/ remanufactured HPCC388A toner cartridges *	800 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.

NB. One sample of each Q2612A and CC388A reconditioned toner cartridges should accompany the bids. Bids without samples will not be considered.

ANNEXURE-I

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

UNDERTAKING

From

M/s.
.....
.....

To

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

Dear Sir,

I/We undertake that M/s.....

.....(name & address of the company)
have been engaged in the business of reconditioning/remanufacturing of toner cartridges
for the lastyears and have our own set-up for the same at the address
mentioned below:-

.....
.....
.....

I/We have no objection if the Officials of Lok Sabha Secretariat undertake site visit.

Yours faithfully,

(Signature of the bidder)

Name:

Designation with Seal of the Firm

ANNEXURE-II

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

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

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-III

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

Tender No. 32/2/2/2014/GPB

Date of opening of the bids: 02.05.2014 (1600 hours)

LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING

Subject: Authorization for attending the tender opening on of the tender for supply of reconditioned/remanufactured toner cartridges.

Following person is hereby authorized to attend the bid opening for the tender mentioned above on behalf of M/s..... (name of the bidder)

Name specimen signature

Alternate representative

Name specimen signature

Signature of the bidder

Or

Officer authorized to sign the bid documents on behalf of the bidder

N.B. Permission will be denied in case the photocopy of the duly filled in form is not brought at the time of opening

Annexure-IV**ANNUAL CONTRACT IN RESPECT OF RECONDITIONING/ REMANUFACTURING OF HPQ2612A AND HPCC388A TONER CARTRIDGES****Tender No. 32/2/2/2014/GPB****Date of opening of the bids: 02.05.2014 (1600 hours)****PERFORMANCE SECURITY BOND FORM**

In consideration of the Lok Sabha Secretariat (hereinafter called 'the Secretariat') having agreed to exempt ----- (Hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement No. ----- Dated ----- made between -- ----- and ----- for the supply of ----- (Hereinafter called 'the said Agreement'), of performance security for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for ---- ----- we, (Name of the Bank) ----- (hereinafter referred to as 'the Bank') at the request of ----- contractor (s) do hereby undertake to pay to the Secretariat an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Secretariat by reason of any breach by the said Contractor(S) of any the terms or conditions contained in the said Agreement.

2. We (Name the Bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand for the Secretariat stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Secretariat by reason of the contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Secretariat in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding-----

3. We undertake to pay to the Secretariat any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier (s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this bond shall be valid discharge of our liability for payment there under and the contractor (s)/ supplier (s) shall have not claim against use for making such payment.

4. We (name of the Bank) ----- further agree that the guarantee herein contained shall remain in full force and affect during for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligation. And that it shall continue to be enforceable till all the dues of the secretariat under or by virtue of the said Agreement have been full paid and its claims satisfied or discharged or till ----- (Secretariat) certifies that the terms and conditions of the said Agreement have been full and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

5. We (Name of the Bank) ----- further agree with the Secretariat that the secretariat shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretariat Against and said Contract (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract (s) or for any forbearance, act or omission on the part of the Secretariat or any indulgence by Secretariat to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.

6 This guarantee will not be discharged due to the change in the constitutions to the Bank or the contractor (s)/ supplier (s).

7. We (name of the Bank) ----- lastly undertake not to revoke this guarantee during its currency except with the pervious consent of the Lok Sabha Secretariat in writing.

Dated the ----- day of -----, Two thousand twelve only.

For -----
(Indicate the name of the Bank)

Witnesses:-

1.

Telephone No. (s):- -----
STD Code- -----
FAX No. -----
E-Mail Address:- -----

ANNEXURE-V

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

_ Tender No. 32/2/2/2014/GPB
Date of opening of the bids: 02.05.2014 (1600 hours)

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 of2014 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. If the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the value of the delayed supply with reference to the delivery date given in the Purchase Order up to 7 days and thereafter at the rate of one percent (1.0%) of the value of the delayed supply for each week of delay or part thereof.
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 60 days 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
official of the LSS**

Signature:
Name :
Address :

Signature of the authorized Company/Firm

Signature:
Name :
Address :