

TENDER DOCUMENT

DETAILED INFORMATION/TERMS & CONDITIONS IN CONNECTION WITH THE TENDER SUPPLY OF CARTRIDGES FOR HP PRINTERS INSTALLED AT NDMA.

National Disaster Management Authority, A-1, Safdarjung Enclave on behalf of the President of India invites e-bids in two bid system (Technical & Financial) from specialized agencies for **supply of Cartridges for HP make Printers** for National Disaster Management Authority at NDMA Bhawan, Safdarjung Enclave , New Delhi(As per specifications listed in **Annexure-I**). Bids shall be submitted online only at CPPP website www.eprocure.gov.in/eprocure/app. Tenderers/contractors are advised to follow the instructions provided as per **Annexure-II** and also provided in the 'Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at above mentioned site. The schedule of the Critical Date Sheet is as under:-.

Critical Date Sheet

Sl. No.	Particulars	Date	Time
01	Date of Online Publication of Tender	21.10.2015	17.00 Hrs.
02	Tender Document Download Start Date	21.10.2015	17.30 Hrs.
03	Bid Submission Start Date	21.10.2015	18.00 Hrs.
04	Bid submission Close Date	16.11.2015	14.00 Hrs.
05	Opening of Technical Bids	16.11.2015	15.00 Hrs.

Bids to be submitted online in two packet system only:

1. Technical Bid

Technical bid should contain the following documents:

- Signed and scanned copy of original certificate regarding authorized **Registered Supplies Reseller (RSR) for hp printer cartridge** of Hp India Pvt. Limited.
- Signed and scanned copy of authorization letter from M/s. HP India Pvt. Limited for participating in the said tender.
- Signed and scanned copy of annual financial turnover on works related to providing hp make cartridge which should be at least Rs. 30,00,000/- (Rupees Thirty Lakhs) during the immediate last three consecutive financial years. Turn over certificate from Chartered Accountant to be scanned. If the accounts for the year 2014-15 are not yet audited/ submitted, the firm may furnish Provisional Turnover, but it should be duly certified by Chartered Accountant.
- Signed and scanned copy of Tender acceptance letter as stated in **Annexure-III** and copy of VAT/Sales Tax Registration Certificate along with TIN Number.
- Signed and scanned copy of no near relative certificate as per **Annexure-IV**.
- Scanned copy of Tender Fee as stated in clause-5 and Earnest Money as stated in clause - 6 of this tender document.

2. Financial Bid

Price Bid to be uploaded online as prescribed BOQ_XXXX format attached in this tender.

3. SUBMISSION OF BID

- 3.1 The tender document can be downloaded only from www.eprocure.gov.in and can only be submitted through the same website. Scanned copies of all the documents as mentioned in Clause-1 above including scanned copies of EMD in the form of demand draft & Tender Fee should be submitted with e-bid.
- 3.2 It is also required to submit hardcopies of EMD & Tender Fee in original instruments in a sealed envelope super scribed for “**supply of Cartridges for HP make Printers**” and addressed to “Under Secretary (General), National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi- 110029” at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time.
- 3.3 Bidders who had downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with NDMA.
- 3.4 Intending bidders are advised to visit CPPP website <https://eprocure.gov.in> at least three days prior to closing date of submission of tender for any corrigendum/addendum/amendment.

4. OPENING OF THE BID

- 4.1 Technical Bids will be opened as per Critical Date Sheet.
- 4.2 Financial Bids of the eligible bidders will be opened on a later date. The date & time for opening of Financial Bids will be announced later.
- 4.3 Offline Bids will not be accepted under any circumstances.

5. TENDER FEE

- 5.1 Tender Fee of Rs. 300/- (Rupees three hundred only) in the form of Demand Draft/Banker's Cheque in favour of the DDO, NDMA payable at New Delhi should be submitted as mentioned in clause 3 of this tender document or Tender Fee may be deposited electronically by RTGS/NEFT in favour of 'PAO, NDMA' payable at 'New Delhi', Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182.

6. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY.

- 6.1 EMD of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft/Banker Cheque/RTGS from any scheduled Bank in Delhi/ New Delhi in favour of " **Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029**" or The EMD and Tender Fee is to be deposited electronically by RTGS/NEFT in favour of '**PAO,NDMA**' payable at '**New Delhi**', **Bank Name-State Bank of India, Safdarjung Enclave, New Delhi, Account Number: 31454767006, IFSC Code: SBIN0013182** as mentioned in

- clause 3 of this tender document. Bidders are required to submit the details of EMD payment at the time of bid preparation. EMD should be **valid** for a period of **45 days** beyond the final bid validity period.
- 6.2 The bid security of the unsuccessful bidder will be discharged /returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD of the successful bidders will be returned only after receipt of Performance Security.
- 6.3 The amount of EMD is liable to be forfeited if the tenderer refuses the offer after submission of the tender or after the acceptance of the offer by the NDMA or fails to sign the contract or to remit the Performance Security Deposit. **The bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.**
- 6.4 No interest will be paid by the NDMA on the EMD/Performance Security deposited.
- 6.5 The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits and credit facility certificate must be delivered to the Under Secretary (General), National Disaster Management Authority, NDMA Bhawan,A-1, Safdarjung Enclave, New Delhi- 110029” at Main Reception, NDMA Bhawan, A-1 Safdarjung Enclave, New Delhi – 110029 on or before the closing date and time. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like Demand Draft/Pay Order etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.

7. PERFORMANCE SECURITY:

- 7.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **15 days** from the date of issue of Advance Purchase Order by the Purchaser.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier’s failure to complete its obligations under the Contract.
- 7.3 The Performance Security Bond shall be in the form of Bank Guarantee only issued by a Scheduled Bank and in the form provided in ‘**Annexure-VI**’ of this Bid Document. The duration should be at least 14 months.
- 7.4 The Performance Security Bond will be discharged by the Purchaser after a period of sixty days beyond completion of the supplier’s performance obligations including any warranty obligations under the contract.

8. PERIOD OF VALIDITY OF TENDER

The bid shall remain for 120 days from the last date of its submission.

9. SCHEDULE OF REQUIREMENTS

The schedule of requirement defines the material shall be supplied in NDMA during the contract period. The special condition of contract is **Annexure-V**.

10. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods have been type approved/validated by the purchaser. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

11. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Purchaser reserves the right to accept or reject all or any bid, and to annul the bidding process at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the Purchaser's action.

12. ISSUE OF ADVANCE PURCHASE ORDER:

12.1 The issue of an Advance Purchase Order shall constitute the intention of Purchaser to enter into the contract with the bidder.

12.2 The bidder shall within 15 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-VI provided** with the bid documents. The successful bidder shall have to enter into a tripartite agreement with NDMA and M/s HP (the OEM) as the third party, to ensure the genuineness of cartridges supplied to NDMA.

13. SIGNING OF CONTRACT:

13.1 The issue of firm purchase order and signing of tripartite agreement with NDMA and M/s. HP (the OEM) as the third party and Signing of Contract Form shall constitute the award of contract on the bidder.

13.2 Upon the successful bidder furnishing of performance security pursuant to clause 12, the Purchaser shall discharge its bid security, pursuant to clause 6.

14. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 13 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security **in which event the e-tender shall be cancelled and NDMA may call for new bids.**

15. Terms of Payment:

15.1 100% Payment shall be made on receipt of goods by consignee. For claiming this payment the following documents are to be submitted to the paying authority.

- (i) Invoice
- (ii) Delivery Challan/ Bills in duplicate duly pre-receipted
- (iii) Supplier certificate for dispatch
- (iv) Consignee receipt

16. RATES

The rates quoted by the tenderer, shall be firm and inclusive of all taxes including all charges for packing forwarding, insurance, freight and delivery etc. Service Tax/VAT will be shown separately.

16.1. The NDMA will not issue Octori exemption certificate.

16.2 Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

16.3 Prices once fixed will remain valid during the schedule delivery period. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

16.4 Evaluation Criteria: Prices indicated of the Price Schedule shall be entered in the following manner:

- (i) The price of the goods shall be quoted as Basic Rate for each individual item.
- (ii) The bidder shall quote only one price for each item.
- (iii) The total cost shall be calculated after adding the total price (i.e. Basic + taxes etc.) of each individual item i.e. addition of entries in column no. 54(Total amount with taxes) /55(total amount in words) for S. No. 1 to 46 shall constitute the total cost. And financial bid evaluation shall be done on L-1 of this total cost. Taxes may be shown separately, otherwise the amount of taxes shall not be payable.
- (iv) Total price of Tendered items may be shown in words and figures both and in case of difference the amount shown in words shall prevail and shall be considered for all purposes during the entire currency of Tender.
- (v) A bid submitted with an adjustable price quotation is likely to be treated as nonresponsive and rejected.

17.0 WARRANTY

17.1 The supplier shall warrant that the stores to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications.

17.2 If it becomes necessary for the Supplier to replace or renew any defective goods of the supplies under this clause, it should be done within reasonable time. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

17.3 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

18. DELIVERY:

18.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and special conditions of contract and the goods shall remain at the risk of the Supplier until delivery has been completed. The delivery of the goods shall be to the ultimate consignee as given in the purchase order.

18.2 The delivery of the goods shall commence immediately on placement of Purchase Order EVERY MONTH as per actual requirements and be completed within **ONE WEEK** thereafter each month.

19. DELAYS BY THE SUPPLIER.

19.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right to short close /cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

19.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

19.3 If at any time during the performance of the contract, the supplier encounters condition impending timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 1 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

19.4 If the supplies are not completed in the extended delivery period, the purchase order shall be short-closed and both the Performance securities shall be forfeited.

20 LIQUIDATED DAMAGES

20.1 The date of delivery/installation of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery/installation must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries/installation be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 20.2 below.

20.2 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 for each week of delay or part thereof. LD charges shall be levied as above on the total value of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

21 FORCE MAJEURE

21.1 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 or 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 by 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 Purchaser 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 of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 45 days, either party may, at its option, terminate the contract.

21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

22 TERMINATION FOR DEFAULT

22.1 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

a) if the supplier fails to deliver any or all of the goods/installation within the time period(s) specified in the contract, or any extension thereof granted by the purchaser;

b) if the supplier fails to perform any other obligation(s) under the Contract; and

c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 24 hours (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

22.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 22.1 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.

23. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier/contractor, without compensation to the supplier/contractor. If the supplier/contractor 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.

24. ARBITRATION

24.1 In the event of any question, dispute or difference arising under the agreement in connection herewith (except as to matters, the decision to which is specifically provided under this agreement) the same shall be referred to sole arbitration of O/o NDMA. Secretary, NDMA shall appoint an Arbitrator. In case his designation of the Arbitrator is changed or his office is abolished then in such case to the sole Arbitration of the officer for the time being entrusted whether in addition to the function of the NDMA or by whatever designation such officer may be called (herein after referred to as the said officer) and if the NDMA or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the NDMA or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. The adjudication of such Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

24.2 The arbitrator may from time to time with the consent of both the parties extend the time frame for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

24.3 The venue of the arbitration proceeding shall be the NDMA at New Delhi or such other place as the arbitrator may decide.

25. SET OFF

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

(Turam Bari)
Under Secretary (General)
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 26701899

TECHNICAL SPECIFICATION

Sl. No.	Item Description	Make	Quantity
1	Q2612 A	HP	08
2	CB 436 A	HP	65
3	CC 388 A	HP	65
4	Q6511 A	HP	40
5	Q7551 A	HP	35
6	530 A	HP	10
7	531 A	HP	10
8	532 A	HP	10
9	533 A	HP	10
10	Q 7516 A	HP	09
11	Q6470 A	HP	05
12	7581 A	HP	03
13	7582A	HP	03
14	7583 A	HP	03
15	6000 A	HP	08
16	6001 A	HP	08
17	6002 A	HP	08
18	6003 A	HP	08
19	CE 400 A	HP	10
20	CE 401 A	HP	10
21	CE 402 A	HP	10
22	CE 403 A	HP	10
23	CE 320 A	HP	02
24	CE 321 A	HP	02
25	CE 322 A	HP	02
26	CE 323 A	HP	02
27	CE 255A	HP	03
28	CE 250 A	HP	01
29	CE 251 A	HP	01
30	CE 252 A	HP	01
31	CE 253 A	HP	01
32	CE 749 A	HP	1
33	CE 310	HP	1
34	CE 311	HP	1
35	CE 312	HP	1
36	CE 313	HP	1
37	CB 540	HP	1
38	CB 541	HP	1
39	CB 542	HP	1
40	CB 543	HP	1
41	CD 971AA	HP	3
42	CD 972 AA	HP	3
43	CD 973AA	HP	3
44	CD 974AA	HP	3
45	HP 855	HP	3
46	HP 851	HP	3
	Total		390

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **1800 3070 2232**.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

UNDERTAKING

“I.....s/o.....r/o..... hereby certify that none of relative(s) as defined in the tender document (Tender No. 01/05/2012-Gen.) is/are employed in NDMA unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, NDMA shall have the absolute right to take any action as deemed fit, without any prior intimation to me.”

(Signature o the Bidder, with Official seal)

SPECIAL CONDITIONS OF CONTRACT

1. The material shall be supplied in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price etc. The supply shall be completed within the delivery time as in clause 18, from the date of placement of purchase order.
2. The quality of print should not be faint and should be legible and clear.
3. The goods should be capable of working in an operative environment with Delhi's temperature of 5 to 45 degrees centigrade with relative humidity between 20 to 80 percent RH in normal Room temperature (with or without AC).
4. The Laser toner Cartridges should also have the capability to print on transparency in addition to normal A4 size paper.
5. Any goods found defective after purchase should be replaced free of cost to the satisfaction of NDMA authorities failing which the cost already paid will be deducted from the next Bill /Performance Guarantee furnished by the selected vendor.
6. The goods should be wrapped in polyethylene covers, so as to enable the cartridges to be free from dust, getting dried and for proper storage and use latter.
7. Since the quantity given is approximate depending on the usage of the customer, may likely to vary depending upon the actual usage and the selected contractors can have no right for the quantity mentioned in the tender and NDMA reserves the right to vary the quantity mentioned.
8. Payment will be done for monthly basis on the actual quantity of the supplies made at the prices approved by the purchaser after making adjustments for goods found defective and returned.
9. Award of contract will be done after the bidder selected if found to be technically, commercially and financially acceptable to NDMA.
10. The agreement shall be in force for a period of twelve months initially, which is extendable by a further period of upto twelve months on the same prices/ terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by NDMA.
11. The bid security/performance bank guarantee of the bidder would be forfeited, in case he refuses to honor the letter of intent / A.P.O. issued by the NDMA for supply of the materials.
12. Selected bidder has to execute an agreement in the prescribed Performa (Performance Security Bond Form)-**Annexure-VI** and (Contract Form)-**Annexure-VII** in a non-judicial bond paper of value not less than Rs.50/-(Fifty Only) for the regular supply of the materials in Annexure-I, periodically, as per the indent of the NDMA, Section Officer(General).

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt ----- (hereinafter called 'the said Contractor(s)' from the demand, under the terms and conditions of an agreement / (Work Order) 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 Government an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said supplier(S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government 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 Government 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 Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ AMC vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/ AMC vendor(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **Fourteen months** from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government 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 Government 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 Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----.

For -----

(Indicate the name of the bank)

Witnesses:-

1.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

2.

PART –I
Contract Form

1. This agreement is made this day.....between, herein after called “name of company” the first party which expression shall include his heirs, executors and administrators/ their successors and National Disaster Management Authority (NDMA), herein after called “NDMA”, the second party, through Under Secretary(Gen.), NDMA, New Delhi herein after include his successors and assignees, shown as under:-

2. That WHEREAS the first part shall and will execute the work described as **supply of Cartridges for HP Printers** installed in NDMA, NDMA Bhawan in National Disaster Management Authority, New Delhi details of which are given in section- to this office tender noticedatedat the rated quoted byvide their tender..... dated and as per all the terms and conditions given in notice Inviting Tender(NIT) dated.....which shall become part and parcel of this agreement.

3. That the first party would raise demand and the payment shall be done in accordance with _____ of aforesaid tender document.

4. The performance security bond would be enchased by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender documents.

5. In accordance with the NIT this agreement is made for a period of one years from, as in clause 13 of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2015

Witness

For
Firm/Contractor.

Witness

For
Firm/contractor.

SCHEDULE OF PRICE BID IN THE FORM OF BOQ_.xls

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Tender Inviting Authority: NATIONAL DISASTER MANAGEMENT AUTHORITY

Work : supply of Cartridges for HP Printers installed in NDMA, NDMA Bhawan

Contract No: 01-05/2012-Gen

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT#	NUMBER #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Make	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs.	Service Tax/VAT %	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1	2	3	4	13	14	53	54	55
1	Q2612 A	HP	08					
2	CB 436 A	HP	65					
3	CC 388 A	HP	65					
4	Q6511 A	HP	40					
5	Q7551 A	HP	35					
6	530 A	HP	10					
7	531 A	HP	10					
8	532 A	HP	10					
9	533 A	HP	10					
10	Q 7516 A	HP	09					
11	Q6470 A	HP	05					
12	7581 A	HP	03					
13	7582A	HP	03					
14	7583 A	HP	03					
15	6000 A	HP	08					

16	6001 A	HP	08					
17	6002 A	HP	08					
18	6003 A	HP	08					
19	CE 400 A	HP	10					
20	CE 401 A	HP	10					
21	CE 402 A	HP	10					
22	CE 403 A	HP	10					
23	CE 320 A	HP	02					
24	CE 321 A	HP	02					
25	CE 322 A	HP	02					
26	CE 323 A	HP	02					
27	CE 255A	HP	03					
28	CE 250 A	HP	01					
29	CE 251 A	HP	01					
30	CE 252 A	HP	01					
31	CE 253 A	HP	01					
32	CE 749 A	HP	1					
33	CE 310	HP	1					
34	CE 311	HP	1					
35	CE 312	HP	1					
36	CE 313	HP	1					
37	CB 540	HP	1					
38	CB 541	HP	1					
39	CB 542	HP	1					
40	CB 543	HP	1					
41	CD 971AA	HP	3					
42	CD 972 AA	HP	3					
43	CD 973AA	HP	3					
44	CD 974AA	HP	3					
45	HP 855	HP	3					
46	HP 851	HP	3					
Total in Figures			390			0.0000	0.0000	INR Zero Only
Quoted Rate in Words				INR Zero Only				