

F.No.01-05/2012-Gen.

Bid Document

**Tender for Supply of
Cartridges for HP Printers
Installed in NDMA, Bhawan**

**Limited Tender No. 01-05/2012-Gen.
(November, 2012)**

**Government of India
National Disaster Management Authority
NDMA Bhawan, A-1, Safdarjung Enclave
New Delhi – 110029**

**(Visit us at www.ndma.gov.in)
*Price: Rs. 200/- only***

(No. of Pages: 29)

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SECTION-I

	National Disaster Management Authority NDMA Bhawan, A-1, Safdarjung Enclave New Delhi – 110029 NOTICE INVITING TENDER (For publishing in the website)
Office of Issue	National Disaster Management Authority General Section, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi.
Tender No.	01-05/2012-Gen.
Date of issue of bid document	05.11.2012
Tender Forms available from	Section Officer, General Section, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi.
Tender Forms also available at Website	www.ndma.gov.in
Due date of Receipt	29.11.2012 (15.30 Hrs)
Date of Opining of Technical bid	29.11.2012 (16.00 Hrs)
Place of opening of Technical bid	Conference Hall, National Disaster Management Authority, General Section, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi.
Date of opening of Financial bid	To be intimated later

For and on behalf of the President of India wax sealed Tenders are invited for **supply of Cartridges for HP Printers** installed in NDMA, NDMA Bhawan **from Original Equipment Manufacturer (OEM) or its Registered Supplies Reseller (RSR)** during the period of one year commencing from the date of signing of agreement. Approximate quantities of Cartridges for HP Printers likely to be purchased within twelve months are as per Annexure-I. Prices quoted should be F.O.R. Destination, inclusive of all levies and taxes and packing & forwarding charges etc. Procurement will be made as per actual requirement on monthly basis. The successful bidder shall have to enter into a tripartite agreement with NDMA and M/s HP (the OM) as the third party, to ensure the genuineness of cartridges supplied to NDMA.

Bidders shall have to deposit **bid security of Rs. 1,00,000/- (Rupees one lakh only)** in the form Demand Draft drawn on any scheduled bank at Delhi in favour of "**Drawing & Disbursing Officer, NDMA, New Delhi-110029**" along with the bid.

Intending eligible bidders may obtain a copy of bid document from Section Officer (General), Room No. 102, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi – 110029 on payment of Rs.200/- (Rupees Two Hundred only) in the form of crossed Demand Draft/Banker's Cheque from any scheduled Bank in Delhi/ New Delhi drawn in favor of "Drawing & Disbursing Officer, NDMA, New Delhi-110029". Copy of Bid Document is also available on NDMA Website: www.ndma.gov.in. In case of using the downloaded Bid document a crossed Demand Draft/ Bankers' cheque of Rs. 200/- from any Scheduled Bank payable at Delhi should be enclosed.

(Partha Kansabanik)
Under Secretary (General)
For & on behalf of the President of India
National Disaster Management Authority,
A-1 Safdarjung Enclave,
New Delhi-110029,
Phone No. 26701796

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The Purchaser" means the National Disaster Management Authority (NDMA).
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Supplier" means the individual or firm supplying the goods under the contract.
- (d) "The Goods" means all the stores and/or materials, which the Supplier is required to supply to the Purchaser under the contract.
- (e) "The Advance Purchase Order" means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) "The Purchase Order" means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as "Contract" appearing in the document.
- (g) "The Contract Price" means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.

2. ELIGIBLE BIDDERS:

This invitation for bids is open to Original Equipment Manufacturer (OEM) or its Registered Supplies Reseller (RSR) of the tendered equipment as given in Annexure-I. Copy of Registration / Authorization certificate/ RSR Agreement/ Certificate shall be enclosed with the bid. 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. Bidder must submit an authorization letter from OEM, M/s HP to quote on their behalf specifically for this tender by mentioning the subject Tender reference no. The Bidder must have a Permanent Account Number (PAN). A copy of PAN is to be submitted. The Bidder must have a valid Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate. A copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate is to be submitted.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Notice Inviting Tender (Section I)

- (b) Instructions to Bidders (Section II)
- (c) General (Commercial) Conditions of the Contract (Section III)
- (d) Special Conditions of Contracts (Section IV)
- (e) Technical Specifications and Schedule of Requirements (Annexure I)
- (f) Format for Bid Form (Annexure II)
- (g) Price Schedules (Annexure III)
- (h) Format for Performance Security Bond Form (Annexure IV)
- (i) Format for Contract Form (Annexure V)
- (j) Format for Letter of authorization to attend bid opening (Annexure VI)
- (k) Check list and order in which the documents are to be submitted for Technical Bid (Annexure VII)
- (l) Check list and order in which the documents are to be submitted for Financial Bid (Annexure VIII)

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents.

Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5. CLARIFICATION OF BID DOCUMENTS:

5.1 A prospective bidder, requiring any clarification of the Bid Documents shall notify the Purchaser in writing or by Fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than 2 days prior to the date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

5.2 Any clarification issued by NDMA in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of bid document. A copy of such clarification may be enclosed along with bid document for ready reference.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by Fax or by E-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the purchaser and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid** and **(2) Financial bid**:

7.1 The technical bid shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top of documents. Bid Security should be submitted in a separate envelope, placed in the envelope for Technical Bid.

- (a) Bid security in the form of Bank Draft for Rs. 1,00,000 /- [as per clause 12 of section II]
- (b) The Check list [as per Annexure- VII]
- (c) Letter of Authorization to attend bid opening [as per Annexure – VI]
- (d) Power of Attorney [As per clause 14.2 of Section II]
- (e) Clause by Clause compliance demonstrating substantive responsiveness to the commercial condition by signing and stamping on all the pages of the original bid document No. 01-05/2012-Gen. I (containing 29 pages) by authorised person(s) [as per clause 11.1 of section II]
- (f) HP RSR Certificate / Authorization Letter/ Agreement [as per clause 2 of section II]
- (g) Authorization Letter from M/s HP for participating in tender [as per clause 2 of section II]
- (h) Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be
- (i) Copy of Income Tax Return for last two Financial Years
- (j) Copy of PAN
- (k) Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate [as per clause 2]
- (l) Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years. The firm must furnish the certificate in following format (signed and stamped by the authorized signatory):
“It is certified that the firm M/s..... has not been blacklisted by any Govt. Organization/DGS&D/ NCCF/ Kendriya Bhandar/ PSU during last three years.”
- (m) No near relative certificate [as per Clause 33 of Section II]
- (n) Bid documents fee in the form of bank draft for Rs. 2,00/- in case bid documents have been download from the website

7.2 The financial bid shall contain:

- (a) The check list [as per Annexure VIII]**
- (b) Bid Form [as per Annexure – II]**
- (c) Price schedule [as per Annexure III]**

Note: All the documents submitted (whether original or photocopy) alongwith the bid must be legible and signed and stamped by authorized signatory, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Bid Form (Annexure-II) and the appropriate Price Schedule (Annexure-III) furnished in the Bid Documents, indicating the goods to be supplied, a brief description of the goods and quantity.

9. BID PRICES:

9.1 The bidder shall give the total composite price inclusive of all levies and taxes (inclusive of VAT). The basic unit price and all other components of the price need to be individually indicated against the goods it proposed to supply under the contract as per price schedule given in **Annexure-III**. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the purchaser.

9.2 Prices indicated on the Price Schedule shall be entered in the following manner:

(i) The price of the goods shall be quoted as total unit price for each individual item.

(ii) The bidder shall quote only one price for each item.

(iii) The total price for each individual item shall be entered after multiplying the quantity with total unit price.

(iv) The total cost shall be calculated after adding the total price of each individual item i.e. addition of entries in column no. (f) for S. No. 1 to 35 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.

(v) 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.

(vi) Taxes, if any, have to be indicated separately otherwise it will be presumed that quoted price are inclusive of taxes and taxes shall not be paid separately.

9.3 The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as nonresponsive and rejected.

9.4 The prices quoted shall remain valid for 150 days from the date of opening of Financial Bid and in respect of accepted bid the prices quoted shall remain valid during the entire period of contract.

9.5 The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of cartridge / toner offered.

9.6 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account.

9.7 The price approved by the NDMA for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para 9.1 above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable as per clause 9.2 is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION: As per clause 7.1 of Section II

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 The documentary evidence in conformity with the Bid Documents may be in the form of literature and data and the bidder shall furnish a clause-by-clause compliance on the NDMA's

Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions **in the form of signing & stamping all the pages of the original bid document by the authorized person/persons.** In Case of deviations a statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance shall not be considered. The equipment offered must have ability to meet the technical specifications. Necessary document to substantiate this shall have to be submitted alongwith the offer by the supplier.

12. BID SECURITY:

12.1 Pursuant to Clause 7 the bidders shall furnish, as part of his bid, a bid security for an amount of **Rs. 1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft/Banker Cheque from any scheduled Bank in Delhi/ New Delhi in favour of "**Drawing & Disbursing Officer, National Disaster Management Authority, New Delhi-110029**", valid for a period of **45 days** beyond the final bid validity period.

12.2 The bid security is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the bid security's forfeiture, pursuant to para 12.6.

12.3 A bid not secured in accordance with para 12.1 shall be rejected by the purchaser being nonresponsive at the bid opening stage and returned to the bidder unopened.

12.4 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.

12.5 The successful bidder's bid security will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily pursuant to clause 27 and furnishing the performance security.

12.6 The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the Bid form or for altering its bid or

(b) In the case of a successful bidder, if the bidder fails:

- to sign the contract in accordance with clause 28
- to furnish performance security in accordance with clause 27.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 150 days after the date of bid opening prescribed by the Purchaser; pursuant to clause 19.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMATS AND SIGNING OF BID

14.1 The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and **all the pages numbered consecutively** and shall be signed and stamped by the bidder or a person or persons duly authorized to bind the bidder to the contract.

The letter of authorization shall be accompanied with written power-of-attorney. All pages of the original bid shall be signed and stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons authorized for signing the bid.

D. SUBMISSION OF BIDS

15.1 SEALING AND MARKING OF BIDS

The bidder shall wax seal the technical and financial bids in separate envelopes and keep them in a bigger wax sealed envelope. The Technical bid shall bear the name **“TECHNICAL Bid of Tender No. 01-05/2012-Gen”** on the envelope, while the financial bid shall bear the name **“Financial Bid of tender No. 01-05/2012-Gen”** on the envelope for avoiding any mismatch. The Technical and the Financial Bid should contain documents as laid down in clause 7 of Section II.

15.2 (a) The bigger sealed envelope containing the Technical and the Financial Bid in separate sealed envelopes shall be addressed to the Purchaser at the following address:

Under Secretary (General)

National Disaster Management Authority

NDMA Bhawan

A-1, Safdarjung Enclave, New Delhi- 110029

(b) All the envelopes shall bear the Tender name, the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

(c) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared ‘late’ or rejected.

(d) Tender may be sent by Registered Post/ Speed Post/ Courier or delivered in person. The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.

(e) Bids be dropped in the tender box placed in the Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029 on or before due date. The Purchaser shall not be responsible if the bids are delivered elsewhere.

15.3 If the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the Purchaser at the address specified under Para 15.2 not later than the prescribed time on due date.

16.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

16.3 Not more than one independent and complete bid shall be permitted from a bidder.

17. LATE BIDS:

17.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 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 bids.

18.2 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 the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post **not later than the deadline for submission of bids.**

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 The purchaser shall first open the outer envelope containing both Technical and Financial Bids and then open technical bids in the presence of bidders or their authorized representatives who chose to attend on opening date and time. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in **Annexure-VI**).

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, documents submitted, modifications, bid withdrawals and such other details as the Purchaser, at its discretion, may consider appropriate; will be announced at the opening.

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the NDMA, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the Purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. TECHNICAL EVALUATION:

21.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Prior to the Financial Bid opening, pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 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 nonconformity, or by submitting additional documents.

22. FINANCIAL BID OPENING/ FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

22.1 The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of Technically unsuccessful bidders would not be opened and shall be destroyed unopened by NDMA.

22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the Supplier does not accept the correction of the errors, his bid shall be rejected.**

22.3 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule given in Annexure-(III) of the Bid Document.

22.4 The evaluation shall be done on L-1(lowest bid) vendor of total Cost of tendered items. (As given in Annexure – III)

22.5 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 PURCHASER:

23.1 Subject to Clause 20, 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 the contract is awarded.

23.2 Any effort by a 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.

F. AWARD OF CONTRACT:

24. 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.

25. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

In exceptional situation where the requirement is of an emergent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 25% of the quantities of goods and services contained in the running tender/contract within a period of twelve months from the earliest date of acceptance of APO at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. 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.

27. ISSUE OF ADVANCE PURCHASE ORDER:

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

27.2 The bidder shall within 7 days of issue of an advance purchase order, give his acceptance along with performance security in conformity with **Annexure-IV** provided with the bid documents. The successful bidder shall have to enter into a tripartite agreement with NDMA and M/s HP (the OM) as the third party, to ensure the genuineness of cartridges supplied to NDMA.

28. SIGNING OF CONTRACT:

28.1 The issue of firm purchase Order and Signing of Tripartite agreement with NDMA and M/s HP (the OM) as the third party, and Signing of Contract Form shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security pursuant to clause 27, the Purchaser shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids.

30. All the conditions specified in the Bid documents are critical and are to be complied,. **Non-compliance of any one of which shall result in outright rejection of the bid.**

31. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the goods in time. Further, the suppliers whose goods do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

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

33. The bidder should give a certificate that none of his/her near relative is working in the NDMA. The Bidder or its authorized signatory should furnish certificate saying that none of the near relative of proprietor OR all partners of partnership OR all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state is working in the unit where the tender is being applied. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and NDMA will not pay any damage to the company or firm or the concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family (HUF).
- (b) Husband and Wife.
- (c) If one is related to the other in the manner as Father, Mother, Son(s) & Son's wife (daughter-in-law), Daughter(s) and Daughter's husband (son-in-law), Brother(s) and Brother's wife, Sister(s) and Sister's husband (brother-in-law).

The format of the certificate to be given is as follows:

"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."

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1. APPLICATION:

The General Conditions shall apply in contracts made by the Purchaser for the procurement of Goods.

2. PERFORMANCE SECURITY:

2.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within **7 days** from the date of issue of Advance Purchase Order by the Purchaser.

2.2 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.

2.3 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-IV**' of this Bid Document. The duration should be at least 15 months.

2.4 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.

3. DELIVERY:

3.1 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.

3.2 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.

4. WARRANTY:

4.1 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.

4.2 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.

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

5. PAYMENT TERMS:

5.1 100% 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

6. PRICES

6.1 (i) 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.

(ii) 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.

(iii) During the period of agreement, any increase in taxes and other statutory duties/levies shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier.

7. CHANGES IN PURCHASE ORDERS

7.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract.

8. DELAYS BY THE SUPPLIER.

8.1 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.

8.2 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.

8.3 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 4 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

8.4 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.

9 LIQUIDATED DAMAGES

9.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries 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 9.2 below.

9.2 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. L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

10 FORCE MAJEURE

10.1 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 60 days, either party may, at its option, terminate the contract.

10.2 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.

11 TERMINATION FOR DEFAULT

11.1 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 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 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

11.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 11.1 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.

12. 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.

13. ARBITRATION

13.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

13.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

14 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.

SECTION-IV

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 3 of Section III, 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 are 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/Performa all security deposit 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-IV** and (Contract Form)-**Annexure-V**- 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).

TECHNICAL SPECIFICATION AND SCHEDULE OF REQUIREMENTS

Sl. No.	Item Description	Make	Quantity*
1	Q2612 A	HP	12
2	CE 285 A	HP	06
3	CC 653 A	HP	15
4	CC 656 A	HP	15
5	CB 436 A	HP	117
6	CC 388 A	HP	69
7	Q6511 A	HP	69
8	Q7551 A	HP	45
9	Q7516 A	HP	15
10	530 A	HP	09
11	531 A	HP	09
12	532 A	HP	09
13	533 A	HP	09
14	Q 7516 A	HP	09
15	Q6470 A	HP	12
16	7581 A	HP	12
17	7582A	HP	12
18	7583 A	HP	12
19	6000 A	HP	12
20	6001 A	HP	12
21	6002 A	HP	12
22	6003 A	HP	12
23	CE 400 A	HP	12
24	CE 401 A	HP	12
25	CE 402 A	HP	12
26	CE 403 A	HP	12
27	CE 320 A	HP	03
28	CE 321 A	HP	03
29	CE 322 A	HP	03
30	CE 323 A	HP	03
31	CE 255A	HP	03
32	Q5942 A	HP	03
33	CH563ZZ	HP	15
34	CH564ZZ	HP	15
35	CE 250 A	HP	03
36	CE 251 A	HP	03
37	CE 252 A	HP	03

38	CE 253 A	HP	03
39	Q 2670 A	HP	03
40	Q2681 A	HP	03
41	Q2682 A	HP	03
42	Q 2683 A	HP	03
43	CD 971 AA	HP	03
44	CD 972 AA	HP	03
45	CD 973 AA	HP	03
46	CD 974 AA	HP	03
47	CB 540 A	HP	03
48	CB 541 A	HP	03
49	CB 542 A	HP	03
50	CB 543 A	HP	03

*The items shall be purchased on monthly basis of as per actual requirement. The Total Quantity purchased within in year may be less or more than the quantity mentioned here.

Note: Rates for original brand should only be quoted and not for identical/similar items of different brands.

B ID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos..... the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with said conditions of contract and specifications for sum of(Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid. We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your purchase order. If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract. We agree to abide by this Bid for a period of 150 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a format Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated thisday of, Two Thousand.....

(Signature)

Signature of.....

in capacity of.....

Duly authorised to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

Tele No.(s):-

FAX No.(s)

E-Mail Address:-

PRICE SCHEDULE

Sl. No. (a)	Item Description (b)	Make (c)	Quantity (d)	Rates per Unit including taxes (Rs.) (e)	Total Cost (Rs.) (f) [(f)=(d)x(e)]
1	Q2612 A	HP	12		
2	CE 285 A	HP	06		
3	CC 653 A	HP	15		
4	CC 656 A	HP	15		
5	CB 436 A	HP	117		
6	CC 388 A	HP	69		
7	Q6511 A	HP	69		
8	Q7551 A	HP	45		
9	Q7516 A	HP	15		
10	530 A	HP	09		
11	531 A	HP	09		
12	532 A	HP	09		
13	533 A	HP	09		
14	Q 7516 A	HP	09		
15	Q6470 A	HP	12		
16	7581 A	HP	12		
17	7582A	HP	12		
18	7583 A	HP	12		
19	6000 A	HP	12		
20	6001 A	HP	12		
21	6002 A	HP	12		
22	6003 A	HP	12		
23	CE 400 A	HP	12		
24	CE 401 A	HP	12		
25	CE 402 A	HP	12		
26	CE 403 A	HP	12		
27	CE 320 A	HP	03		
28	CE 321 A	HP	03		
29	CE 322 A	HP	03		
30	CE 323 A	HP	03		
31	CE 255A	HP	03		
32	Q5942 A	HP	03		
33	CH563ZZ	HP	15		
34	CH564ZZ	HP	15		

Sl. No. (a)	Item Description (b)	Make (c)	Quantity (d)	Rates per Unit including taxes (Rs.) (e)	Total Cost (Rs.) (f) [(f)=(d)x(e)]
35	CE 250 A	HP	03		
36	CE 251 A	HP	03		
37	CE 252 A	HP	03		
38	CE 253 A	HP	03		
39	Q 2670 A	HP	03		
40	Q2681 A	HP	03		
41	Q2682 A	HP	03		
42	Q 2683 A	HP	03		
43	CD 971 AA	HP	03		
44	CD 972 AA	HP	03		
45	CD 973 AA	HP	03		
46	CD 974 AA	HP	03		
47	CB 540 A	HP	03		
48	CB 541 A	HP	03		
49	CB 542 A	HP	03		
50	CB 543 A	HP	03		
	Total		648		

TOTAL COST of the tendered items is R. _____ (in figures)
(Rupees _____ only) (in words), inclusive of all taxes
& levies.

Note:- Please quote total cost in figure and words (inclusive of all the taxes and levies).

And also quote the taxes separately as follows:

Cost of items:

Added Taxes(if any):

(Taxes 1: _____, Taxes2: _____)

Total Cost of items, including taxes:

**PERFORMANCE SECURITY BOND FORM
(MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY)**

To
The president of India

WHEREAS.....(name and address of the supplier)
(hereinafter called "the supplier") has undertaken, in pursuance of contract
no.....dated.....to supply
(Description of goods and services)(Herein after called "the contract")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish
you with a bank guarantee by a scheduled commercial recognized by you for the sum specified
therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf
of the supplier, up to a total of(amount of the guarantee in words and
figures), and we undertake to pay you, upon your first written demand declaring the supplier to
be in default under the contract and without cavil or argument, any sum or sums within the
limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds
or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before
presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the
contract to be performed there under or of any of the contract documents which may be made
between you and the supplier shall in any way release us from any liability under this guarantee
and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of.....20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Contract Form

1. This agreement is made this day.....between(**name of company**), hereafter called “**Supplier** ” the first party which expression shall include his heirs, executors and administrators/ their successors, **National Disaster Management Authority, A-1, Safdarjung Enclave, New Delhi-29** hereafter called “**NDMA**”, the second party, through Under Secretary(Gen), NDMA, hereafter include his successors and assignees, and **Hewlett-Packard India Sales Private Limited**, hereafter called “**HP**”, the third party which expression shall include his heirs, executors and administrators/ their successors.

2. That WHEREAS the first party shall and will deliver IT related Items for NDMA details of which are given in Annexure –I to NDMA’s tender no. 01-05/2012-Gen dated,at the rates quoted by Supplier vide their Financial Bid in response to tender no. 01-05/2012-Gen dated and as per all the terms and conditions given in the aforesaid tender 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 Clause 8, Section III of aforesaid tender document.

4. The Performance Security Bond would be encashed by second party in case first party fails to deliver items and/or breaches terms & condition of the aforesaid tender document.

5. In accordance with the tender no. 01-05/2012-Gen datedthis agreement is made for a period of one year from, as in clause 28 of section II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

6. That the third party, HP, shall ensure, monitor and verify the genuineness of HP make Cartridges being supplied under this contract.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF....., TWO THOUSAND.....

Witness for Supplier

Authorized Signatory for Supplier

Witness for NDMA

Authorized Signatory for NDMA

Witness for HP

Authorized Signatory for HP

Annexure VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender no. -----
----- of NDMA.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ----- (Bidder) in order of preference given below.

Order of Preference	Name	Specimen	signature
---------------------	------	----------	-----------

I

II

Alternate Representative

Signatures of bidder

Or

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

Note:

1. Maximum of two representatives will be permitted to attend bid opening.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

CHECK LIST and the order in which the documents are to be submitted for the technical bid

Please check whether all the below mentioned documents have been supplied for participating in the tender. The documents are to be submitted in descending order with item No.1 on top of all. Please also mention Page No. of the Technical bid where these documents are given.

Sl. No.	Documents (Please refer to clause 7.1 of Section II for filling this Checklist)	Page No.
1	Bid security in the form of Bank Draft for Rs. 1,00,000 /- [as per clause 12 of section II]	
2	Letter of authorization to attend bid opening [as per Annexure – VI]	
3	Power of Attorney [as per clause 14.2 of Section II]	
4	Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 01-05/2012-Gen. (containing 29 pages) by the authorized person(s) [as per clause 11.1 of section II]	
5	HP RSR Certificate / Authorization Letter/ Agreement [as per clause 2 of section II]	
6	Authorization Letter from M/s HP for participating in tender [as per clause 2 of section II]	
7	Certificate of Incorporation/ Registration of Firm Certificate/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be [as per clause 7.1 of Section II]	
8	Copy of Income Tax Return for last two Financial Years [as per clause 7.1 of section II]	
9	Copy of PAN [as per clause 2 of section II]	
10	Copy of Sales Tax/ VAT/ Service Tax/ Trade Tax Registration Certificate [as per clause 2 of section II]	
11	Certificate to the effect that the firm is not blacklisted by any Govt. Organization/ DGS&D/NCCF/ Kendriya Bhandar/ PSU during last three years [as per Clause 7.1 of Section II]	
12	No near relative certificate [as per Clause 33 of Section II]	
13	Bid documents fee in the form of bank draft for Rs. 2,00/- in case bid documents have been download from the website[as per Clause 7.1 of Section II]	

Bidder to ensure:

- A. That all pages have been stamped and signed by the authorized Person(s).
- B. That all the pages have been numbered.
- C. That all the documents are legible (Clearly readable).

Annexure VIII

CHECK LIST and the order in which the documents are to be submitted for the financial bid.

Sl. No.	Documents (Please refer to clause 7.2 of Section II for filling this Checklist)	Page No.
1	Bid Form as per Annexure II	
2	Price schedule as per Annexure -III	