

Government of India  
Ministry of Communications & IT  
Telecommunication Engineering Centre  
(Department of Telecommunications)  
Khurshid Lal Bhawan, Janpath, New Delhi-01  
(MM Cell)

LIMITED TENDER No. TBAD/MM-29/Proc – Toner Cartridge/09-TEC

BID DOCUMENT

Limited Tender for supply of toner cartridges for Printers/All-in-one machines of  
Samsung make

(Visit us at [www.tec.gov.in](http://www.tec.gov.in))

Not transferable

PRICE OF BID DOCUMENT- Rs. 150/-

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## TENDER NOTICE

Government of India  
Telecom Engineering Centre  
Department of Telecommunications  
Gate No. 5, Khurshid Lal Bhavan, Janpath, New Delhi-110001

No. TBAD/MM-29/Proc- Toner Cartridges/TEC-09  
Dated: 30 July 2009

**Subject: Limited Tender for supply of cartridges for Printers/All-in-one machines of Samsung make at TEC, New Delhi.**

Sealed Tenders are invited by the Senior Deputy Director General, Telecom Engineering Centre (TEC), on behalf of the President of India, only from **Authorised dealers of M/s. Samsung who are authorised to quote and** supply the original cartridges for Samsung Printers (ML1650D) and Multifunction Machine (Model CLX-3160-FN) at Telecommunication Engineering Centre (TEC), New Delhi.

The Tender form containing detailed specifications can be purchased on written request on company's letter pad, from ADG (MM), Room No. 260, Gate No. 5, Khurshid Lal Bhawan, Janpath, New Delhi-110001, on any working day from 29-07-09 to 24-08-2009 between 10:00-13:00 hours after payment of the tender form cost (non-refundable) by way of demand draft, drawn in favour of A.O. (Cash), TEC, from any nationalised/scheduled bank, payable at New Delhi. The tender document is also available at TEC website [www.tec.gov.in](http://www.tec.gov.in). If the tender document is downloaded from website then a demand draft of Rs. 150/- (as per details mentioned above) should be enclosed with the bid otherwise the bid will be rejected in this case.

Estimated cost	- Rs.3.8/- Lakh
Amount of EMD deposit	- Rs.7,600/-
Cost of Tender document	- Rs.150/-
Date of issue of Tender Document	- from 30-7-2009 to 24.08.2009 (10:00 to 13:00) Hrs
Due date of receipt	- 25.08.2009 up to 14.30 Hrs
Date of opening of Tender	- 25.08.2009 at 15:00 Hrs

(Sushma Chopra)  
ADG (MM)  
Tel No. (011) 23321607  
Fax No. (011) 23326029

## SECTION – II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

##### **1. DEFINITIONS:**

- (a) "The Purchaser" means the Telecom Engineering Centre (TEC).
- (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 materials mentioned at Annexure 'I', which the Supplier is required to supply to the Purchaser under the contract.
- (e) "RSR" means Registered Supplies Reseller" who are authorised by M/s. HP to sell all HP original supplies products.
- (f) "HP" means M/s. Hewlett Packard India Sales Pvt. Ltd.
- (e) "The Advance Purchase Order" (APO) means the intension 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.
- (h) "Validation" is a process through which the goods are tested to ascertain its satisfaction as per the specification mentioned in Annexure –I.
- (i) Authorised dealer of Samsung means dealers authorised by M/s. Samsung to quote and sell all types of Samsung make toner cartridges.

##### **2. 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:

##### **3. BID DOCUMENTS:**

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents include:
  - (a) Tender Notice

- (b) Instructions to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Special Conditions of Contacts.
- (e) Specifications of the goods
- (f) Format for Bid Form and Price Schedules
- (g) Format for Contract Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Check lists of documents to be submitted by the bidders.

3.2 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.**

#### 4 CLARIFICATION OF BID DOCUMENTS:

- 4.1 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 clarification by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 4.2 Any clarification issued by TEC 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.

#### 5. AMENDMENT OF BID DOCUMENTS:

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:

The amendment shall be notified in writing or by Fax 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.

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

#### 6. DOCUMENTS COMPRISING THE BID:

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

6.1 The technical bid should be sealed in a separate cover and subscribed 'Technical bids for supply of 'SAMSUNG make Cartridges for SAMSUNG printers'. The technical bid shall contain the followings:

- a) The documents as detailed in Annexure – VII and documents shall be arranged in the same order as mentioned therein with the checklist being on the top.
- b) 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. TBAD/MM-29/Samsung Toner Cartridge/09-TEC (containing 29 pages) by authorized person (s).

6.2 The financial bid shall contain:

- (a) The check list & other documents as detailed in 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) in the bid must be legible & self attested. Otherwise the bid is likely to be rejected.

## **7. BID FORM:**

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

## **8. BID PRICES:**

8.1 The bidder shall give the total composite price inclusive of all levies (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 only. No foreign exchange will be made available by the purchaser.

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

- (i) The price of the goods shall be quoted total price (inclusive of all taxes and levies) items wise.
- (ii) The bidder shall quote only one price for each item and if more than one piece is quoted under different options the rate quoted by him in the first option only will be valid and will be taken for evolution for all the items given in schedule of requirement.

8.3 The price 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 non-responsive and rejected.

8.4 The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of equipment/ system offered.

8.5 "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.

8.6 The price approved by the TEC for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in Para 8.1 above, Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/ payable as per clause

Note: clause 8.2 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.

## 9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBLE AND QUALIFICATION:

9.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

(i) Certificate of incorporation/ registration.

(ii) Latest and valid Income Tax Clearance Certificate or copy of Income Tax return and copy of PAN.

## 10. BID SECURITY:

10.1 Pursuant to Clause 7 the bidders shall furnish, as part of his bid security for an amount of Rs. 38,000/- (Rs. Thirty Eight thousand only) in the form of Demand Draft/ Banker Cheque from any scheduled Bank in Delhi/ New Delhi in favour of "Accounts Officer, Cash (TEC), Khurshid Lal Bhawan, Janpath, New Delhi-01.", having validity 90 days beyond bid validity.

10.2 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 10.5.

10.3 A bid not secured in accordance with Para 10.1 shall be rejected by the purchaser being non responsive at the bid opening stage and returned to the bidder unopened.

10.4 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 30<sup>th</sup> day after the award of the contract.

10.5 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

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

- to sign the contract
- to furnish performance security

(c) In both the above cases, i.e. 10.5 (a) & (b), 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 TEC in this regard.

## 11. PERIOD OF VALIDITY OF BIDS:

- 11.1 Bid shall remain valid for 90 days after the date of bid opening prescribed by the Purchase, pursuant to clause 17.1. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 11.2 In exceptional circumstance, 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 10 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.

## 12. FORMATS AND SIGNING OF BID

- 12.1 The bidder shall prepare one complete set of original bid.
- 12.2 The original shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the original bid except for un-amended printed literatures shall be signed by the person or persons signing the bid. The bid submitted shall be sealed properly.
- 12.3 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 signing the bid.

## D. SUBMISSION OF BIDS

### 13.1 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 envelop. The Technical bid shall bear the name "**TECHNICAL BID**" of tender No. TBAD/MM-29/Samsung Toner Cartridge/09-TEC on envelop, while the financial bid shall bear the name "**FINANCIAL BID**" of tender No. TBAD/MM-29/Samsung Toner Cartridge/09-TEC on the envelop for avoiding any mismatch.

**TECHNICAL BID:** - The firm in this regard should submit the following documents-

- (a) Financial status: - Copies of profit & loss account and balance sheets for the last 2 years (2006-07, 2007-08) should be enclosed.
- (b) The technical bid should be accompanied two separate Demand Draft for application fee/ cost of tender documents for Rs. 150/- (non-refundable) except in case where tender document have been obtained from the Department of Telecom. against payment and EMD of Rs. 7,600/- (refundable). Technical bid received without application fee/ cost of tender documents and bid security will not be considered.
- (c) Authorization letter for the bid opening [as per Annexure -VI]

- (d) Income Tax clearance/ IT certificate
- (e) PAN Number
- (f) Sales tax registration certificate
- (g) TIN number of the firm
- (h) Telephone number (landline & mobile)
- (i) The Check List (as per Annexure-VII)

13.1.1 The bidder must have adequate experience for supply/ execution of similar supply in Govt. offices/ PSUs and other similar organization. Necessary supporting documents like work orders for last 2 years to this effect must be submitted along with the offer.

**FINANCIAL BIDS:-** 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]

13.2 The bigger envelope containing technical and financial bids in separate envelopes shall be:

(a) Addressed to Purchaser at the following address:

**ADG (MM), Telecom Engineering Centre, R.No. 260, Khurshid Lal Bhawan, Gate No.5, Janpath, New Delhi**

- (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 return unopened in case it is declared 'late' or rejected.
- (d) Tender may be sent by registered post / SPEED POST /COURIER or delivered in person on above mentioned address (address is given in Clause 13.2 (a) above ). The responsibility for ensuring that the tenders are delivered in time would rest with the bidder.
- (e) Bids delivered in person shall be delivered to ADG (MM), Telecom Engineering Centre R.No. 260, Khurshid Lal Bhawan, Gate No.5, Janpath, New Delhi or before due date. The Purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: Tender will be opened in the o/o ADG (MM), Telecom Engineering Centre R.No. 260, Khurshid Lal Bhawan, Gate No.5, Janpath, New Delhi at 15.30 Hrs. on the due date. If due to administrative reason, the venue /time of Bid opening are changed, it will be displayed prominently in the notice board, Ground Floor of TEC.

13.3 If the envelopes are not wax sealed and marked as required at Para 13.1 and 13.2 the bid shall be rejected.

**14. SUBMISSION OF BIDS:**

- 14.1 Bids must be received by the Purchaser at the address specified under Para 13.2 not later than the prescribed time on due date.
- 14.2 The Purchaser may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 5 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.
- 14.3 Not more than one independent and complete bid shall be permitted from a bidder.

**15. LATE BIDS:**

- 15.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to Clause 14, shall be rejected and returned and returned to the bidder.

**16. MODIFICATION AND WITHDRAWAL OF BIDS:**

- 16.1 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.
- 16.2 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 13. 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.
- 16.3 Subject to clause 18, no bid shall be modified subsequent to the deadline for submission of bids.

**E. BID OPENING AND EVALUATION****17. OPENING OF BIDS BY PURCHASER:**

- 17.1 The purchaser shall open technical bids in the presence of bidders or their authorized representatives who chose to attend, at 15:30 hrs on due date. 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 as Format is given in Annexure-VI).
- 17.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 17.3 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.
- 17.4 The date fixed for opening of bids, if subsequently declared as holiday by the TEC, 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.

**18. CLARIFICATION OF BIDS:**

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.

**19. TECHNICAL EVALUATION:**

- 19.1 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.
- 19.2 Prior to the financial evaluation, pursuant to clause 20, 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.
- 19.3 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.

**20. FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:**

- 20.1 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 unsuccessful bidders would not be opened and destroyed.
- 20.2 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.
- 20.3 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.
- 20.4 The evaluation and comparison of responsive bids shall be done on the total price of the bid offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, freight and insurance etc. as indicated in the Price Schedule in annexure-(III) of the Bid Document but exclusive of octroi / entry tax which will be paid extra as per actual, wherever applicable.
- 20.5 The purchaser reserves the right to distribute the purchase order in any manner in case more than one bidder quotes the same total price of the bid.

**21. CONTACTING THE PURCHASER:**

- 21.1 Subject to Clause 18, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the contract is awarded.
- 21.2 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:****22. PLACEMENT OF ORDER:**

The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically 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.

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

- (a) TEC will give the right to increase or decrease upto 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price of the ordered quantities or other terms and conditions at the time of award of contract.
- (b) 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 50% 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 vender's considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

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

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

**25. ANNULMENT OF AWARD:**

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

26. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment in time. Further, the suppliers whose

equipment does not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.

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

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## 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. STANDARDS:**

The Goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in Annexure-I.

**3. PERFORMANCE SECURITY:**

The supplier shall furnish performance security to the purchaser for an equal to 5% of the value of purchase order within 7 days from the date of issue of purchase order by the Purchaser.

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.

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 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.

**4. INSPECTION:**

The Purchaser or his representative shall have the right to inspect the goods as per prescribed schedules for their conformity to the specifications.

Should any inspected goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the Purchaser.

**5. DELIVERY:**

5.1 Delivery of the goods and documents 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 items shall be the ultimate consignee as given in the Purchaser order.

5.2 The delivery of goods shall commence within 4 days of the placement of order and shall be completed within four months from date of works order as per the following details-

- 5.2.1 The first lot of 25% of the goods, quantity shall be delivered within 4 days of the date of order and subsequently each lot of 25% of goods shall be delivered in the consecutive quarters. [Every delivery of 25% of goods will be done at starting of each quarter].

The purchaser however reserves the right to cancel the P.O. before delivery of items or advanced or delays the delivery within the stipulated time period. All the items will be delivered at Telecommunication Engineering Centre, K L Bhawan, Janpath, New Delhi-01 and no transport/ Carriage charges shall be paid for the delivery of goods.

## 6. PAYMENT TERMS:

- 6.1 100% 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) Excise gate pass/invoice or equivalent document in case of manufacturer
  - (v) Consignee receipt
  - (vi) Proof of payment of Octroi/entry tax etc. if any
- 6.2 No payment will be made for goods rejected at the site on testing/inspection

## 7. CHANGES IN PURCHASE ORDERS:

The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one more of the following:

- (a) Drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) The place of delivery; or
- (c) The services to be provided by the supplier.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## 8. LIQUIDATED DAMEGES:

- 8.1 The date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be 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 8.2 below.

- 8.2 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 for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another TEN weeks of delay. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

## 9. FORCE MAJEURE

If, at any time, during 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 restriction, 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 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 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.

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.

## 10. TERMINATION FOR DEFAULT

- 10.1 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 pursuant to clause 10;

- 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 purchaser.
- 10.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 8.1 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 any excess to the extent not terminated.

## 11. 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.

## 12. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specially provided under this agreement), the same shall be referred to sole arbitration of the Sr. DDG (TEC) or by whatever designations 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 his own duties or otherwise than the functions of the Sr. DDG (TEC) or by whatever designated such officers may be called (hereinafter referred to as the said officer) and if the Sr. DDG (TEC), or the said officer is unable or unwilling to act as such to the sole arbitration or some other person appointed by the Sr. DDG (TEC), or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment on the ground that the arbitrator is TEC Employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Employee he has expressed views on all or any of the matter under dispute, The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such Sr. DDG (TEC) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian 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.

The venue of the arbitration proceeding shall be the office of the Sr. DDG (TEC) at New Delhi or such other Places as the arbitrator may decide.

**13. 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 the TEC or any other person(s) contracting through the TEC and set off the same against any claim of the purchaser or TEC 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 TEC or such other person(s) contracting through the TEC.

14. The bidder should furnish the name of his collaborator (if applicable), brand name, Model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

**15. PAYING AUTHORITY**

A.O. (CASH), TEC, NEW DELHI.

**16. DELIVERY**

- 16.1 Despatch within a week of P.O.  
16.2 TEC reserves the right to cancel the P.O. before delivery.

**17. CONSIGNEE**

Asstt. Director (Stores), TEC, New Delhi.

**18. REQUIREMENT**

**18.1 QUANTITY**

- 18.1.1 Quantity decides as per purchase order.  
18.1.2 The quantity is subject to revision without prior notice. However, such variations would, normally, be limited to only  $\pm 25\%$ .

## **SECTION-IV**

### **SPECIAL CONDITIONS OF CONTRACT**

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section II & "General (Commercial) conditions of the Contract as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section III.
2. In case where bid security is not submitted in the manner prescribed THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER.
3. Purchaser reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the purchaser.
4. Purchaser reserves the right to black list a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
5. Purchaser reserves the right to counter offer price (S) against price (S) quoted by any bidder.
6. Any clarification issued by TEC response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.
7. 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 clauses 5 of Section III, from the date of placement of purchaser order.
8. The quality of goods should strictly be as per specification mentioned at Annexure 'I'.
9. The performance Guarantee would be returned after satisfactory execution of the contract and recovery charges, if any for defective goods, if any supplied or for on satisfactory functioning of any goods.
10. Since the quantity given are approximate depending on the uses of the customer may likely to vary depending upon the actual usage, the selected contractor will have no right for the quantity mentioned in the tender and TEC serve the right to vary the quantity mentioned.

11. Payment will be done on receipt of the actual quantity of the supplies made at the prices approved by the purchaser or as desired by the purchaser.
12. Award of contract will be done after the bidder selected if found to be technically, Commercially and financially acceptable to TEC
13. TEC reserves the right to:-
  - a) Accept or reject of any bid and annul the bidding process without assigning any reason what so ever at any time prior to the award of contract,
  - b) To counter offer price(s) against price(s) quoted by the bidder,
  - c) Blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
14. The agreement shall be in force for a period of twelve months.
15. The tender may be extended by a further period of up to twelve months on the same terms and conditions by giving one week's notice in writing to the vendor, if decided upon to do so by TEC.
16. If the vendor is not agreed for extension of tender for further period of 1 year; he may be forced to supply the Cartridge for 3 months
17. The bid security/Performa security deposit of the bidder would be forfeited, in case he refuses to honour the letter of intent / A.P.O issued by the TEC for supply of the materials.

(Sushma Chopra)  
ADG (MM)  
for & on behalf of the President of India  
Telecom Engineering Centre  
(Department of Telecommunications)  
Khurshid Lal Bhawan, Janpath, New Delhi-01

## ANNEXURE - I

### TECHNICAL SPECIFICATION & SCHEDULE OF REQUIREMENT

S.No.	Printer Model	Cartridge No.	Product Classification	Requirement (Qty)
1	CLX-3160-FN (All-in-one)	CLP-K300A (Black colour)	Toner Cartridge	13
2	CLX-3160-FN (All-in-one)	CLP-P300C (All colours)	Value Pack (Toner Cartridge)	39
3	Samsung Printer ML-1651N	ML-1650D	Toner Cartridge	13

## Annexure II

### BID 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 drawings, 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 to 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 90 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 this.....day of .....2009.

Signature of

In capacity of

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

Witness.....

Tele No. (s):-.....

Signature.....

FAX No.(s).....

Address.....

E-Mail Address:-.....

## Annexure III

### PRICE SCHEDULE

Printer Name	Cartridge No.	Product Classification	Qty.	Unit Price (Rs.)	VAT/ Taxes (Rs.)	Total Unit Price (Rs.)	Discount; if any (Rs.)	Total Price after Discount (Rs.)
CLX-3160-FN	CLP-K300A (Black colour)	Toner Cartridge	13					
CLX-3160-FN	CLP-P300C (All colours)	Value Pack (Toner Cartridge)	39					
Samsung Printer ML-1651N	ML-1650D	Toner Cartridge	13					

Note 1: Rates for original brands should only be quoted and not for identical / refurbished / similar items of different brands.

Note 2: Quote total cost in figure and words (inclusive of all taxes and levies)

Note 3: Any cutting in the rates/ over writing should be attested by authority signing the bid. Bids received with cuttings/ over-writings without attestation will not be considered.

Note 4: If individual price of all the items is not given item wise, than the tender will not be considered and liable to be rejected.

## Annexure IV

### 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 / (Purchase Order) No.----- Dated ----- made between ----- and ----- for the supply of -----(hereinafter called 'the said Agreement'), of performance security for the due fulfilment 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 TEC an amount not exceeding ----- against any loss or damage caused to or suffered or would be caused to or suffered by the TEC by reason of any breach by the said Contractor(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 TEC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the TEC 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 TEC 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 TEC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this 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)/ supplier(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 for a period of sixty days beyond the date of completion of all contractual obligations of the contractor including warranty obligations. And that it shall continue to be enforceable till all the dues of the TEC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ---  
----- (TEC) 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.
5. We (Name of the bank) ----- further agree with the TEC that the TEC 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 TEC 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 TEC or any indulgence by the TEC 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)/ supplier(s).
- 7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the TEC in writing.

Date the -----day of -----2009, Two thousand nine only.

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

Witnesses:-

1.

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

2.

## Annexure V

### 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 Telecom Engineering Centre, herein after called "TEC", the second party, through Assistant Director General (MM), TEC, New Delhi herein after include his successors and assignees, shown as under:-
  
2. That WHEREAS the first party shall and will deliver IT related Items for Telecom Engineering Centre (TEC), New Delhi details of which are given in annexure -I to this office tender notice .....dated..... at the rated quoted by ..... Vide their tender ..... dated .....and as per all the terms and conditions given in notices Inviting Tender (NIT) and the aforesaid tender notice 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 Clause 6, 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 document No..... this agreement is made for a period of one year from ....., as in clause 15 of section IV of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

**IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS .....DAY OF .....2009**

**Witness for Contractor**

**Witness for TEC**

---

## Annexure VI

### LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of-----  
-----.

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

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

I

II

Alternate Representative

Signatures of bidder

Or

Officer authorised to sign the bid

Documents on behalf of the bidder.

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not recovered.

## Annexure VII

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 Limited Tender of supply of original toner cartridges for all-in-one machine and Printers of Samsung make. The documents are to be submitted in descending order item No. 1 on top of all.

S. No.	Documents (Please refer to clause 6.1 of Section II for filling this Check list)	Page No.
1	Authorization letter for the bid opening	
2	Bid security in the form of Bank Draft for Rs.7,600/-	
3	Document fee in form Cash receipt / bank draft for Rs.150/-	
4	Clause by Clause compliance in the form of signing and stamping all the pages from 1 to 28 by authorised person(s)	
5	Income Tax Clearance Certificate / Income Tax Return with PAN (Photocopy)	
6	Copy of valid Authorization Certificate from M/s. Samsung	
7	Any other document (s) [ Please specify ]	

### Bidders 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

S. No.	Documents (Please refer to clause 6..2 of Section II for filling this Check	Page No.
1	Bid Form as per Annexure II	
2	Price schedule as per Annexure – III	