

DELHI ELECTRICITY REGULATORY COMMISSIONTENDER DOCUMENTDecember 2018

Tender No. No. F.18 (12)IT/DERC/2016-17

Name of work: **Supply of Printer Cartridges / Toners.**

Complete bid document which includes Eligibility criteria, Technical Specifications, various conditions of contract, formats, etc. can be downloaded from DERC website: www.derc.gov.in. Any amendment(s)/ corrigendum / clarifications with respect to this Bid shall be uploaded on above websites only. The Bidder should regularly follow up for any Amendment / Corrigendum / Clarification on the above website.

Sub: Supply of Printer Cartridges / Toners.

Dear Sir/Madam,

1. The Commission intends to purchase **Cartridges / Toners.**
2. The **Notice Inviting tender sheet** is enclosed at **Annexure 1**
3. The **General Terms & Conditions** are enclosed at **Annexure 2**
4. The **Technical Bid** is to be submitted in the letter head of the bidder in the format provided at **Annexure-3**
5. The **Financial Bid** to be submitted in the letter head of the Bidder in sealed cover as per schedule of requirement is enclosed at **Annexure 4**
6. Format of "*Performance Bank Guarantee*" (PBG) is enclosed at **Annexure 5**
7. The last date and time of receipt of tender is 26.12.2018 at **1500 Hrs.**
8. Tender received after stipulated date and time will not be considered. The bids received within the stipulated date and time will be opened by DERC on the same day i.e., 10.01.2019 at **1600 Hrs.**

(Mahesh Bhatt)
Executive Assistant

| Notice Inviting tender sheet | |
|---|--|
| Tender No : | No. F.18 (12)IT/DERC/2016-17 |
| Organization Name : | DELHI ELECTRICITY REGULATORY COMMISSION |
| Contact Details | Official's Name Mahesh Bhatt, Executive Assistant |
| | Address O/o the Secretary ,DERC , Viniyamak Bhawan, C -Block, Shivalik, Malviya Nagar, New Delhi -110017 PH : 011-26673608/41080417 |
| | City New Delhi |
| Name of Work : | <u>Supply of Printer Cartridges / Toners.</u> |
| Mode of Tender Submission : | Sealed bid |
| Tender Type : | Open |
| Type of Contract: | Purchase |
| Last date & time of submission of tender document : | 10.01.2019 at 15.00 hrs |
| Date & time of opening of tender document : | 10.01.2019 at 16.00 hrs |
| Base Currency : | INR |
| Payment Details | |
| EMD Amount (INR): | Rs. 10,000 |
| Bid Validity Period (Days): | 90 Days |
| Eligibility Criteria : | <ol style="list-style-type: none"> 1. The Bidder should be either an original equipment manufacturer of Printer Cartridges / Toners or their authorized dealer. 2. Average annual financial turnover of the Bidder during the last three years, ending 31st March 2018 should be Rs. 10 Lakhs. 3. The Bidder should have experience of having successfully supplied in any department of Central Govt. or Central autonomous body or Central PSUs or any department of State Govt. or State autonomous body or State PSUs during last Seven Years ending previous day of last date of submission of tender: <ol style="list-style-type: none"> a. Three similar supplies each costing not less than Rs. 2 Lakhs or b. Two similar supplies each costing not less than Rs. 3 Lakhs or c. One similar supplies costing not less than Rs. 4 Lakhs |

| | |
|-----------------------------|---|
| | <p>(Similar supplies means: <u>Supply of Printer Cartridges / Toners</u>)</p> <p>4. The Bidder should have Goods and Service Tax (GST) registration.</p> <p>5. The Bidder shall file a self-declaration on its letter head that they have not been black listed/debarred by any department of Central / State Government/ PSU in last 5 years duly signed by the authorized signatory</p> |
| Documents to be submitted : | <p>1. A Power of Attorney duly notarized by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.</p> <p>2. A document showing OEM status of the Bidder, or their authorized dealer.</p> <p>3. A document showing the financial turnover of the Bidder during last 3 years, certified by the CA or copy of the audited balance sheet and Profit/ loss account for last 3 years duly signed by the Auditor.</p> <p>4. Purchase Orders.</p> <p>5. Goods and Service Tax (GST) registration letter.</p> <p>6. Copy of PAN card of the bidder.</p> <p>Note-</p> <p>1. EMD in the shape of Demand Draft in favour of "Secretary, Delhi Electricity Regulatory Commission, New Delhi" should be of exact amount and should not have been issued by the bank before the date on which NIT was published on the website.</p> <p>2. The Bidder shall attach self attested photo copies of the above documents along with his bid.</p> <p>3. The Bidders furnishing false /fabricated experience certificate /documents shall be debarred from participating in DERC future tenders.</p> |

(Mahesh Bhatt)
Executive Assistant

General Terms & Conditions

1. **Description of Work:** Supply of Printer Cartridges / Toners.
2. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 10,000/-** along with their bids. However, Bidders registered with Micro Small and Medium Enterprises / National Small Industries Corporation (MSME/NSIC) are exempted from depositing EMD as per the provisions of GFR 181. The EMD is to be submitted in the form of an Account Payee Demand Draft in favour of "*Secretary, Delhi Electricity Regulatory Commission*" payable at New Delhi from any of the Public Sector Banks. The EMD or MSME/NSIC certificate is to be submitted in a separate sealed envelope which shall be opened first. In case, there is no appropriate EMD or MSME/NSIC certificate in that envelope, then the Technical & Financial Bids will not be opened for that Bidder. Bids without EMD will be rejected as non responsive.
3. EMD of the unsuccessful bidders will be returned after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the successful completion of work.
4. **Manner of depositing the Bids**
 - i. **Bids shall be submitted in three envelopes, namely;**
 - (i) Earnest Money Deposit
 - (ii) Technical bid (Annexure 3)
 - (iii) Financial bid (Annexure 4)
 - The envelopes shall mention name of assignment and content of envelope (Technical Bid/Financial Bid/EMD) at the top, and the name of the submitting bidder at the left hand corner of the envelope. The bids shall be submitted in the enclosed formats.
 - ii. **These three envelopes shall be sealed in a large envelope. This envelope shall mention name of assignment at the top and the name of the submitting bidder at the left hand corner of the envelope.**
 - iii. Earnest Money Deposit of Rs. 10,000/- (Rupees Ten Thousand only) in form of Demand Draft in favour of Secretary, DERC, payable at New Delhi, shall be kept in a separate sealed envelope. **In case, separate envelope carrying suitable EMD is not found in the large envelope, technical bid of such bidders shall not be opened.** Any tender not accompanied by acceptable Earnest Money Deposit will be summarily rejected as non-responsive.
 - iv. The Technical bid shall comprise of duly filled Annexure-3 along with all enclosures specified at Annexure-3. **In case all the documents in support of eligibility criteria mentioned in Annexure-3 are not found enclosed in the technical bid envelope, the bid shall be summarily rejected as**

non-responsive and financial bid of such bidders shall not be opened. All Technical documents like literature, catalogues, etc., if any, shall be placed in the same sealed cover of technical bid. The technical bid shall not indicate particulars of the Financial bids otherwise the bids shall be liable to be rejected.

- v. Each page of bid should be numbered and signed by the authorized signatory with the seal of the Bidder. Further, any cutting, addition or overwriting on any page of the bid, shall be clearly marked and signed by the authorized signatory.
- vi. A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity, shall be submitted.
5. No change in the amount of bid shall be permitted after submission of the bids. All the documents shall be duly signed and stamped by authorized person of bidder/supplier.
6. Sealed Bids should be either dropped in the Tender Box placed at Commission's Reception or sent by registered post at the address of Commission so as to reach on or before by 1500 Hrs on 10.01.2019. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or E-mail will not be considered.
7. **Technical Specifications.** Printer Cartridges / Toners shall strictly as per the requirement of BOQ.
8. **Time and date for opening of Bids.** The bids will be opened on 10.01.2019 **at 1600 Hrs.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by DERC. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids. This event will not be postponed due to non-presence of representative of the bidder.
9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, unsigned bids shall be summarily rejected and may lead to forfeiture of EMD. Conditional/part tenders will also be rejected.
10. **Validity of Bids.** The prices quoted in the Bids shall remain valid for **90 days** from the last date of submission of the Bids.
11. **Bid Tender amount, Taxes and Duties.** The Bidder shall quote separately, the base price, and applicable taxes and duties. The evaluation of the Financial Bids will be based on the total price, i.e., base price + Taxes. The base price shall be firm and final. No escalation whatsoever shall be payable. The applicable taxes and duties shall be paid as per actual.
12. The successful bidder shall sign an agreement within 10 working days of issuance of Work Order by the Commission and also simultaneously furnish a "Performance Bank Guarantee" of 10% (Ten percent) of

the Contract value in form of Bank Guarantee/Fixed Deposit Receipt in favour of "Secretary, Delhi Electricity Regulatory Commission", to be valid upto a period of 29 months from the date of award. In case, the successful bidder fails to furnish the desired "Performance Bank Guarantee" within stipulated time period, the Commission reserves the right to terminate the Contract. Format of "Performance Bank Guarantee" (PBG) is enclosed at **Annexure 5**.

13. **Terms of Supply.**

(a) The successful bidder shall have to supply the items within 15 days from the date of Purchase Order unless the period is extended by mutual agreement.

(b) The items supplied must be Original. Printer Cartridges / Toners shall not have been manufactured earlier than 6 months from the date of supply. Old/sub-standard/re-used/ open seal/refilled/ re-engineered items will be returned and vendor will have to replace such items on his own expenses.

14. **Liquidated Damages.** Printer Cartridges / Toners mentioned in BOQ shall be supplied within the time schedule as indicated herewith. The Contractor shall be liable to pay liquidated damages as compensation for an amount equal to 0.5 % of the contract price of the whole work for every week's delay but not exceeding 10% on the total value of the order.

15. **Payment terms**

(a) 100% payment will be made after **Supply of Printer Cartridges / Toners.**

(b) The invoice shall be raised in favor of "Secretary, Delhi Electricity Regulatory Commission".

(c) Payment will be released through RTGS/NEFT/IMPS in the name of Contractor.

16. **Termination of Contract.** The Commission shall have the right to terminate this Contract in part or in full in any of the following cases, if:-

(a) The work is delayed for more than 15 days beyond the scheduled date indicated in the Purchase Order, for reasons attributable to the Contractor.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) For any other reasons which is in the opinion of Commission warrants cancellation of contract award.

17. In case the successful bidder fails to fulfill its obligations, the Commission would be entitled to forfeit the Performance Bank Guarantee furnished by them.

18. The quantities shown against the various items are approximate. 25% increase or decrease in the quantities shall not form the basis for alteration of the rates quoted and accepted.

19. Defect Liability period/ Warranty Period : Minimum 24 months Defect Liability period/ Warranty Period shall be given from the date of supply.

20. The sealed proposal should be submitted to the following address:-

The Secretary,

Delhi Electricity Regulatory Commission,
Viniyamak Bhawan, C-Block, Shivalik,
Malviya Nagar, New Delhi-110017.
Ph. No.: 011-26673608, 41080417

21. DERC reserves the right to accept or reject any/all proposals without assigning any reason or incurring any liability whatsoever.

(Mahesh Bhatt)
Executive Assistant

TECHNICAL BID
(In the letter head of Bidder)

| | | |
|----|---|---------------------------|
| 1. | Full name of the Agency | |
| 2. | Complete Address | |
| 3. | Name of Proprietor / Partners / Directors | |
| 4. | Contact Number | Office : Residence |
| 5. | Commercial Registration Number (enclose proof) | |
| 6. | PAN Number, (attach copy of PAN Card) | |
| 7. | GST Number (enclose a copy) | |
| 8. | Turn Over of last 3 financial years i.e., FY 2017-18, FY 2016-17 & FY 2015-16 (enclose CA certificates) or copy of the audited balance sheet and Profit/ loss account for last 3 years duly signed by the Auditor | |
| 9. | Bank Account Details | |

Declaration:

I/We hereby declare the I/We have read & understood all the terms & conditions mentioned in the Tender inviting letter and I/We undertake myself/ourselves to abide by them. I/We further, declare that all the information given above is true.

I further declare that my/our Firm has never been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years.

Enclosures with technical bid:

- a) *Technical specification (Annexure - 4)*
- b) *A Power of Attorney duly notarised by the Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity.*
- c) *CA certificate in support of last three years turnover copy of the audited balance sheet and Profit/ loss account for last 3 years duly signed by the Auditor.*
- d) *Copy of valid Goods & Service Tax of Delhi state.*
- e) *Copy of PAN card.*
- f) *Document in support of OEM/ authorized dealer.*
- g) *Past Purchase Orders.*

(Signature of Bidder)

Place:

Name

Date:

Designation

Annexure-4**FINANCIAL BID****(In the letter head of Bidder)****Tender for Supply of Printer Cartridges / Toners**

To,

The Secretary,
DERC, New Delhi.

Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish applicable Performance Bank Guarantee for obtaining the Purchase Order.
3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or has been blacklisted / debarred by any department of Central / State Government/ PSU in last 5years, nor any criminal case registered against them / the firm. I/We further undertake to report to Secretary DERC, New Delhi immediately if any such action is taken in future against the Firm / Proprietor / Partners / Directors.
4. **Financial Bid** - For **Supply of Printer Cartridges / Toners** our rates are as follows:-

| S.NO | Cartridge / Toner No. | Printer Name | Estimated Quantity | Rates (in Rs. per unit item) | Amount |
|------|-----------------------|---|--------------------|------------------------------|--------|
| 1 | HP 12A | HP -1020 | 13 | | |
| 2 | HP 36A | HP 1505, HP1505n | 15 | | |
| 3 | HP 88A | HP-1007, HP-1008, HP 126 nw, HP 1288 | 25 | | |
| 4 | MLT-D101S | Samsung ML2161 | 13 | | |
| 5 | HP 818 Black | HP DeskJet F2418 | 4 | | |
| 6 | HP 818 Color | | 4 | | |
| 7 | 901 Color | HP 4500 | 4 | | |
| 8 | 901 Black | | 3 | | |
| 9 | 860 Black | HP 6488 | 6 | | |
| 10 | 861 Color | | 4 | | |

| | | | | | |
|----|--------------------|----------------------------------|---|--|--|
| 11 | HP 920 Black | HP 6500 | 6 | | |
| 12 | HP 920 Cyan | | 7 | | |
| 13 | HP 920 magenta | | 7 | | |
| 14 | HP 920 Yellow | | 7 | | |
| 15 | 950 Black | HP 8610 | 7 | | |
| 16 | 951 Cyan | | 6 | | |
| 17 | 951 Magenta | | 7 | | |
| 18 | 951 Yellow | | 7 | | |
| 19 | CF350A Black | HP Pro MFP M117fw | 4 | | |
| 20 | CF352A Yellow | | 4 | | |
| 21 | CF351A Cyan | | 4 | | |
| 22 | CF353A Magenta | | 4 | | |
| 23 | CF 410A Black | HP Color Laser jet ProM 452dn | 5 | | |
| 24 | CF 411A Cyan | | 5 | | |
| 25 | CF 412A Yellow | | 5 | | |
| 26 | CF 413A Magenta | | 5 | | |

| | |
|--------------------|--|
| Total (INR) | |
|--------------------|--|

| | |
|----------------------------------|--|
| Taxes & duties (GST): | |
|----------------------------------|--|

| | |
|--|--|
| Grand Total (Base price + Taxes & duties) (INR) | |
|--|--|

(Signature of Bidder)

Name

Designation

Place:

Date:

BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref Bank Guarantee No.....

Date.....

To

Delhi Electricity Regulatory Commission
 Viniyamak Bhavan,
 C Block, Shivalik,
 Malviya Nagar
 New Delhi – 110017

Dear Sir,

In consideration of the DERC (hereinafter referred to as the 'Commission', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s _____ (Firm Name) with its Registered/Head Office at _____ (hereinafter referred to as the Firm, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract, by issue of Commission's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Firm, resulting into a Contract valued at Rs. _____ for _____ (Scope of Contract) _____ and the firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to 10% (ten percent) of the said value of the Contract to the Commission.

We _____ (Name & Address of the Bank), having its Head Office at _____ (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Commission, on demand any and all monies payable by the Firm to the extent of _____ as aforesaid at any time upto _____ @ _____ (days/month/year) _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Firm. Any such demand made by the Commission on the Bank shall be conclusive and binding notwithstanding any difference between the Commission and the Firm or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Commission and further agrees that the guarantee herein contained shall continue to be enforceable till the Commission discharges this guarantee.

The Commission shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Firm. The Commission shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Consultant, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Commission and the Consultant or any other course or remedy or security available to the Commission. The Bank shall not be relieved of its obligations under these presents by any exercise by the Commission of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Commission or any other indulgence shown by the Commission or by any other matters or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Commission at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Commission may have in relation to the Firm's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to _____ and it shall remain in force upto and including _____* _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s _____ (Firm Name) on whose behalf this guarantee has been given.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 201____ at _____

Witness :

(Signature) (Signature)

(Name) (Name)

(Official address) (Designation with Bank stamp)

(Attorney as per Power of Attorney

No. _____

Dated _____)

NOTE: 1. * This sum shall be ten percent (10%) of the Contract Price.

@ The date will be 3 (three) months beyond the completion date of the assignment.

2 The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the Party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of India from where BG is issued or NCT of Delhi, whichever is higher.