

Tender Document

For refilling toner of Printer, Photostate Machine & supply of
Parts of Printers & Cartridges for SSA, RMSA, ICT and Mid-Day-
Meal, Edusat and P.E.D.B, Punjab

(Tender No.:SSA/Proc/2014/02 Dated 23-05-14)



Certified that this Tender Document contains (1-08) pages serially numbered.
Financial Bid contain page no. (14)

Note: -

The prospective tenderer have the option to download the tender document from www.ssapunjab.org, they have to pay fee of Rs. 1000/- (One Thousand Only) and Earnest Money Deposit have to pay of Rs. 5000/- (Rupees Five Thousand only) by **Demand Draft in favour of State Project Director, Sarva Shiksha Abhiyan, Punjab payable at Chandigarh.**

If cost of the Tender Document & Earnest Money Deposit are not paid as per above, bid will be rejected out rightly.

Tender Document for approval (Page No. 1 to 08)
Financial Bid Page no. 14
DGSE-cum-SPD, SSA, Punjab

-sd
Approved by: Principal Secretary School Education
Punjab, Chandigarh

**O/o State Project Director
Sarva Shiksha Abhiyan Authority, Punjab**

Tender Notice

Sr. No.	Particular	Details
1.	Tender Notice No.	SSA/Proc./2014/02 Dated 23-05-14
2.	Name of Work	For refilling of toner, photostate Machine & supply of parts of printers.
3.	Cost of Tender document	Rs. 1000/- (Rupees one thousand only) (Non-refundable)
4.	Cost of Earnest Money	Rs. 5000/- (Rupees Five Thousand only) (Refundable)
5.	Date & Time of Sale of Tender	23-05-14 at 11:00 am
6.	Last date submission of tender	09-06-14 at 11:00 am
7.	Opening of tender	Technical bids will be opened on 09-06-14 at 11:30 am. Financial bids will be opened on same day at 3:00 pm of those firms, who have been qualified in technical bids for refilling of toners in O/o SSA, Punjab

Note: The successful tenderer is required to furnish a performance security @ 10% of total value of work order in shape of Demand Draft in favour of State Project Director, Sarva Shiksha Abhiyan Authority, Punjab” payable at "Chandigarh" within 07 days of issue of supply order

Date:

Signature of the Tenderer with seal

1. **Terms & Conditions**

1.1 Tender Cost of Rs. 1000/- (Rupees One Thousand only) as in the form Demand Draft only.

1.2 Earnest Money Deposit of **Rs. 5000/- (Rupees Five Thousand only)** as in the form of Demand Draft only.

1.3 Certificate as per Performa "I" for authorization and verification of authorized signatory in favour of person(s) authorized to sign the tender bid and all correspondence/documents, typed on Company Letter Head, stamped and signed by Proprietor/Partner(s)/Managing Director/Director must be attached.

1.4 An Affidavit on Non Judicial Stamp Paper of Rs. 10/- (Rupees Ten only) as per Performa "II" stamped and signed by the authorized signatory and duly attested by Public Notary must be attached.

1.5 Declaration, typed on Company Letter Head, stamped and signed by Authorized signatory (Performa –"III") must be attached.

1.6 Copy of PAN No (PAN Card) must be attached.

1.7 Copies of latest income Tax return for last 3 years must be attached.

1.8 The bidder must enclose similar work orders for value not less then Rs. 2.5 Lac (Annually) for session 2012-13 and 2013-14 from any Govt./Semi Govt. Deptt.

1.9 Incomplete and Conditional Tender will not be accepted.

1.10 The rates quoted by the tenderer in the tender (Performa 'IV') of should be the Net Rates after due consideration of the exemption clause of the excise duty and other levies as per the GOI Notification issued from time to time, wherever applicable.

1.11 All the pages of the Tender submitted must be serially numbered, stamped and signed by the authorized signatory.

Date:

Signature of the Tenderer with seal

2. Performance Security:

2.1 The successful tenderer is required to furnish a performance security @ 10% in the shape of Demand Draft only of the total contract value within 07 days of issue letter of approval. The EMD of the successful tenderer shall be adjusted towards performance guarantee. The performance guarantee will be reconvened only after the successful completion of the contractual obligation by the bidder to the satisfaction of the competent authority. The performance guarantee amount will not carry any interest, while in the custody of SSAA. If the additional security deposit on above works out to the negative figure then no additional security deposit would be required.

3. Earnest Money Deposit:

3.1 Along with the tender each tenderer has to credit a sum of Rs.2400/- as EMD through Demand Draft only The EMD amount will be refunded to the un-successful tenderers only after the finalization of the tender.

4. Submission of Tender Document:

4.1 The Technical Bid should be filled in original and should be sealed in a separate cover. The Technical bid should be super scribed as "**Technical Bid Envelope A; Tender No.:SSA/ Proc./2014/02 Dated: 23-05 14**" and put in the

main cover. The Bidder should put his seal and sign on allpages (serially numbered) of the Pre-qualification cum Technical bid.

4.2 The Commercial Bid in the prescribed format should be filled in original in a separate cover. The Commercial Bid should be super scribed as "**Commercial Bid- Envelope B; Tender No.: SSA/Proc./2014/02 Dated: 23 05-14**" The Bidder should put his seal and sign on all pages (serially numbered) of the Commercial Bid.

5. Delivery:

5.1 A time limit for delivery of material required will ordinarily be fixed by the authority issuing the work order in, each case, having regard to the quantum, nature and magnitude of the work involved. In case the firm fails to supply the required quantity within the specified period from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from Performance Security Deposit by issuing notice and necessary action for blacklisting the firm may also be taken.

6. Penalty:

6.1 Time is the essence of contract and there shall be no delay in delivering the material on or before the due date specified in the work orders. If the material is not delivered on or before the due date the competent authority will have the right to deduct 0.5% of the total bill for every weeks default, no extension time will be permitted. The decision of the State Project Director, Sarva Shiksha Abhiyan Authority, Punjab shall be binding on the tenderer in this regard.

Date:

Signature of the Tenderer with seal

6.2 Any breach of the contract by the supplier or failure to supply a given quantity of the refilling toner, procure cartridges, or failure to show progress of the work the department will have to rescind the contract by giving the notice and earnest money of the tenders shall be forfeited. If the material is of a low or poor or inferior quality which is not in accordance to the specification as accepted in the tender the Department will have a right to rescind the contract in all the above mentioned circumstances. The State Project Director or authorities concerned reserves the right to forfeit to the authority the EMD or security deposit or both. Further, if the material supplied is of sub-standard then the department also has right to deduct the 20% payment out of total payment for which the firm is entitled. The Department also has right to return the sub-standard material to the supplier firm and to forfeit the entire payment amount and the firm shall be asked to supply fresh material as the specifications demanded earlier demanded if department thinks so.

7. Inspection of Material:

7.1 The material will be inspected by the competent authority of SSA, Punjab.

8. Arbitration:

a) All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator i.e. the State Project Director, Sarva Shiksha Abhiyan Authority, Punjab. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Arbitration and Conciliation Act, 1996 or by statutory modification re-enactment thereof for the time being in force. Such arbitration shall be held at Mohali.

b) In all matters and disputes arising hereunder the appropriate Courts at Mohali shall have jurisdiction to entertain and try them.

9. Force Majeure:

9.1 This tender is subject to Force Majeure clause in order to protect both the parties as per law. However, the decision of SSA, Punjab will be final.

10. Termination of Contract:

10.1 SSA may without prejudice to any other remedy for breach of contract may terminate the contract in whole or in parts;

a) If the contractor fails to supply the ordered items within the specified time or in contravention of the specifications and specimens ordered.

b) If the contractor fails to perform any of the conditions of the supply order.

11. Termination for Insolvency:

11.1 SSA may also, by giving a written notice and without compensation to the contractor, unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

12. Amendments in the Tender Document.

a) At any time up to the last date for receipt of bids, the SSA Authority, Punjab may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by an amendment.

Date:

Signature of the Tenderer with seal

b) The amendment will be notified by general advertisement or through letter or by FAX or Email or office website www.ssapunjab.org to the prospective Bidder/Bidders who have received the Tender Documents and the same will be binding on them.

c) In order to afford prospective Bidder/Bidders reasonable time, or otherwise for any other reason, in which to take the amendment into account in preparing their bids, the SSA Authority, Punjab may, at its discretion, extend the last date for the receipt of Bids.

d) The tenderer signing the tender should indicate as follows:

(1) Whether signing as the whole proprietor of the firm.

(2) Whether signing as the partner of the firm.

General Conditions:

13. The rate contract for those items for which a bidder is L-1 in conformity with the specifications of material will be awarded to him, irrespective of the number of items.

14. The tenderer while quoting for the refilling toners, procure cartridges should take all the factors such as Sales Tax, Surcharge, cess and other likely escalation in the cost, that may arise owing to the policy of the Government of India/ Government of Punjab.

15. The terms and conditions and the tender rates quoted will be valid for a period of ONE YEAR from the date of acceptance of tender. The validity may be extended for a further period of another Six Months by giving notice in writing of such intention one month prior to the date of expiry of the contract.

16. The L-1 bidder will certify on the bill that they will not supplied those items at lowest rates to any other department of Govt./Semi Govt. from the quoted rates.

17. The State Project Director, Sarva Shiksha Abhiyan Authority, Punjab reserves the right to reject any unsatisfactory work and the supplier will be required to carryout the said work a fresh at his own cost.

18. The State Project Director, Sarva Shiksha Abhiyan Authority, Punjab or any other authorized authority in the department reserves the right to reduce the quantum or quantity of items at any time even when the work is in progress. The competent authority also reserves the right to place any number of work orders for the required quantity or items of forms etc., put to tender during the currency of the tender contract.

Date:

Signature of the Tenderer with seal

19. The successful tenderer is precluded from assigning the work to any other agency on the plea that his capacity to carryout the work allotted to him is limited and/or it is not economically viable for him to carryout the work at the rate accepted as per tender quotation. The competent authority reserves the right to forfeit to the authority, the security deposit in case the above conditions are violated and take any other action deemed fit under the circumstances.

20. The rates should be F.O.R. and should include exise duty, sales tax, freight charges, any other taxes rates or imposition whatever liable in respect of the supplies. The Sarva Shiksha Abhiyan, Punjab shall not be liable to pay any tax, freight etc. which has not been expressly stipulated in the quotation in the vent of acceptance of the quotation.

21. Rates should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive. no claim for compensation or loss due to fluctuations or any other reasons/causes will be entertained during the period of contract.

22. The rates quoted for toner cartridges shall be inclusive of replacement of all key parts, refilling of toner powder, taxes, etc. complete in all respects as per scope of work. Noting extra shall be payable on any account.

23. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.

24. Guarantee of the toner cartridges must be at least 6 months from the date of delivery or till the toner gets empty.

25. In the event of defect of cartridge, the firm/bidder has to replace the same free of cost.

26. The bidders will be bound by the details furnished by him/her to the Sarva Shiksha Abhiyan, Punjab while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

27. In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract, if it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

28. Any bid received after the deadline shall be rejected and SSA, Punjab is not responsible for any postal/courier delay.

29. No advance or part payment to the successful bidder shall be made. Full amount of the contract will be paid against submission of proof of supply and receipts from all the destinations.

30. Any Violation of any terms and conditions of this tender would result in forfeiture of earnest and security money along with cancellation of contract in addition to other penal action as per the provision of criminal/civil law.

Date:

Signature of the Tenderer with seal

(3) Whether signing as the Secretary, Manager, Managing Director, Managing Partner, Director etc.

31. Conditional tender will not be considered. There should not be any corrections /overwriting while quoting the rates.

32. If the successful tenderer fails to execute the Work Order within stipulated date the EMD/Security Deposit will be forfeited without further notice.

33. Tender not conforming to the above conditions will be rejected.

34. The order will be issued to L-I firm of total tentative quantity of refilling toner, cartridges in phased manner.

35. The State Project Director, Sarva Shiksha Abhiyan Authority, Punjab reserves the right to reject any or all tenders without assigning any reasons and the decision of the State Project Director shall be final and is binding on all concerned and the SPD, SSA also reserves the right to order quantity in full or partial as per the requirement.

36. The State Project Director, SSA Punjab is not bound to accept the lowest tender.

37. The State Project Director, SSA Punjab shall also reserve the right to approve more than one tenderer in respect of some or different items listed in the tender.

38. The bid security may be forfeited:

(a) If a bidder withdraws his bid during the period of bid validity specified in the bid document;

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

(i) Sign the contract

(ii) Furnish the Performance Security within the time specified in the document.

Date:

Signature of the Tenderer with seal

Annexure 'A'
(Type on Company Letter Head)

To

State Project Director
Sarva Shiksha Abhiyan Authority
Punjab.

Dear Sir,

I / we hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract of tender document. The conditions of tender document will be binding upon me / us in the event of the acceptance of my / our tender.

I /we herewith submit for a sum of Rs._____ as EMD though Demand Draft No. _____ dated _____ and should I / we fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 15 days of the acceptance of my / our tender. I / we hereby agree that the above sum of EMD shall be forfeited by the State Project Director, Sarva Shiksha Abhiyan Authority Punjab, Ajitgarh (Mohali)

Date:

Signature of the Tenderer with seal

PERFORMA – “I”

(Referred to clause no. 1.3)
(To be typed on Company Letter Head)

TO WHOM SO EVER IT MAY CONCERN

I _____
Proprietor/Partner(s)/Managing Director/Director of M/s _____

authorize Mr. /Mrs. _____ S/o _____

R/o _____

_____ to sign the tender document for

refilling toner & supply of parts of Printers in respect of Tender No.:Proc./SSA/2014/02 Dated 23-05-14 on my/our behalf.

Further it is certified that the decision taken by him/her on the spot of tender and thereafter are final and will be binding on us.

His/her three signatures are attested below:

Signature (1)	Signature (2)	Signature (3)
(of person authorized)	(of person authorized)	(of person authorized)

Attested by

Proprietor/Partner(s)/Managing Director/Director

* Strike out whichever is not applicable.

Date:

Signature of the Tenderer with seal

PERFORMA – “II”

(Referred to clause no.1.4)

(To be submitted by printer on non judicial stamp paper of Rs. 10/- (Rupees Ten only)
duly attested by Public Notary along with Technical Bid)

AFFIDAVIT

I, _____ s/d/o _____ r/o _____ in
capacity of Proprietor/Partner(s)/Managing Director/Director/Authorized Signatory of _____
_____ M/s do hereby solemnly affirm and declare that:

1. I/we have read all terms and conditions of the Tender Document carefully and undertake to abide by them faithfully.
 2. I/we have our own machinery/infrastructure.
 3. My/our organization does not have any legal suit/criminal case pending against it for violation of PF/ESI/MW Act or any other law.
 4. My/our firm has not been blacklisted or debarred by any state or Central government organization.
 5. My/our firm has not been involved in the spurious Material and has not been penalized by SSA Authority, any state or Central government organization for misrepresentation or for adopting corrupt practices.
 6. The information furnished in all parts of this Tender Document is accurate and true to the best of my knowledge.
 7. My/our firm shall not pay any type of commission to any person in regards to this tender.
 8. My/our firm will not supply the material in addition in any case to the order placed by the **SSA Authority, Punjab.**
- Authority, Punjab.**
9. I/we fully understand that in case of above certificate/declaration are found false, I/we shall be liable to any penalty as per terms & conditions including criminal/civil prosecution under law.

Deponent

Date:

Place:

Verification:

I, _____ s/d/o _____ r/o _____ in
capacity of Proprietor/Partner(s)/Managing Director/Director/Authorized Signatory of M/s _____
_____ hereby solemnly affirm and declare that the above affidavit is true and correct and no
part of it is false and nothing has been concealed there from.

Deponent

Date:

Place:

Date:

Signature of the Tenderer with seal

PERFORMA – “III”

(Referred to clause no.1.5)

(To be typed on Company Letter Head)

DECLARATION

To

**The SPD
SSAA, Punjab**

Subject: For Refilling toner and supply parts of printers.

Dear Sir,

I/We have read and understood the contents of the Tender and agree to abide by all the terms and conditions of this tender.

2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the format to be provided by your office as per-condition for obtaining the supply/purchase orders.

3. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have blacklisted/banned/suspended business dealing. I/We further undertake to report to State Project Director, Sarva Shiksha Abhiyan Authority, Punjab immediately after we are informed byt in any case not later than 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is blacklisted/banned/suspended in future during the currency of the contract with you.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation with Seal of the Firm

Date

Performa 'IV'

**LIST OF VARIOUS REFILLING TONERS, PHOTOSTATE MACHINE TONER & SUPPLY
PARTS OF PRINTERS, PRINTER'S TONER**

Sr. No.	Name of Brand	No. of Toner	Approximate (Annual Quantity)	Unit	Rate Quoted as per unit basis	
					In Words	In Figure
1.	Canon	12A	42	per pc		
2.		36A	42	per pc		
3.		88A	42	per pc		
4.		FX9	42	per pc		
5.		912	42	per pc		
6.		328	42	per pc		
7.	Brother	2025	3	per pc		
8.		2130	2	per pc		
9.	Supply of Canon Drum	12A	25	per pc		
10.		36A	25	per pc		
11.		88A	25	per pc		
12.		FX9	25	per pc		
13.		912	25	per pc		
14.		328	25	per pc		
15.	Supply of Brother Drum	2025	3	per pc		
16.		2130	2	per pc		
17.	Canon	MAG Roller	17	per pc		
18.	HP		17	per pc		
19.	Brother		17	per pc		
20.	Canon	PCR	14	per pc		
21.	HP		14	per pc		
22.	Brother		14	per pc		
23.	Canon	Wiper Blade	50	per pc		
24.	HP		50	per pc		
25.	Brother		50	per pc		
26.	Canon	Doctor Blade	2	per pc		
27.	HP		2	per pc		
28.	Brother		2	per pc		
29.	Canon	Fuser	1	per pc		
30.	HP		1	per pc		
31.	Brother		1	per pc		
32.	Canon	Press Roller	1	per pc		
33.	HP		1	per pc		
34.	Brother		1	per pc		
35.	Canon	Slevave	2	per pc		
36.	HP		2	per pc		

37.	Brother		2	per pc		
38.	Canon	Clutch	2	per pc		
39.	HP		2	per pc		
40.	Brother		2	per pc		
41.	Canon	Supply	1	per pc		
42.	HP		1	per pc		
43.	Brother		1	per pc		
44.	Canon	Main Board	1	per pc		
45.	HP		1	per pc		
46.	Brother		1	per pc		
47.	Canon	Fuser Bush	1	per pc		
48.	HP		1	per pc		
49.	Brother		1	per pc		
50.	Canon	LSU	1	per pc		
51.	HP		1	per pc		
52.	Brother		1	per pc		
53	Photostate Toner	NPG-28	20	per pc		
54	Photostate Toner	NPG 50-50	20	per pc		
55	Photostate Toner	NPG 328	20	per pc		
56	Supply of Canon Printer Toner	303	20	per pc		

1. Above quantity are tentative and may be increase or decrease.
2. Rate quote should be filled very carefully.
3. Material will be supplied by the L-1 bidder at F.O.R basis.
4. The Bidders are advised to visit on web site www.ssapunjab.org. in regularly for further information please.
5. For more information may contact to 0172-5212313.