

**LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)**

ROOM NO. 514,
PARLIAMENT HOUSE ANNEXE,
NEW DELHI - 110001

No. 32/2/3/2011/GPB

15th April, 2011

From

Bhupesh Kumar
Director

To

Sir,

Subject: Limited Competitive bidding for reconditioned/remanufactured toner cartridges.

Lok Sabha Secretariat (LSS) intends to procure **reconditioned/remanufactured toner cartridges– Rate Contract**. Sealed tenders are, therefore, invited from the firms dealing in remanufacturing/reconditioning of toner cartridges on **rate contract basis**.

2. The qualifications, terms and conditions, instructions to the bidders, etc. may be seen in the tender document enclosed herewith for information and necessary action.

3. This tender document consists of (i) Instructions to the Bidders, (ii) Terms and conditions of the tender, (iii) Declaration, (iv) Schedule of rates, and (v) Proforma of Rate Contract Agreement to be executed at the time of entering into agreement. **Bidders are requested to go through the instructions to the bidders and terms and conditions contained in the bid document. The tender document can also be downloaded from www.loksabha.nic.in.**

Yours sincerely

Sd/-
DIRECTOR

Encl. As above

**LOK SABHA SECRETARIAT
(GENERAL PROCUREMENT BRANCH)**

TENDER DOCUMENT

FOR

**SUPPLY OF RECONDITIONED/REMANUFACTURED
TONER CARTRIDGES**

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**LIMITED COMPETITIVE BIDDING FOR SUPPLY OF REMANUFACTURED/
RECONDITIONED HP Q2612A AND HPCC388A TONER CARTRIDGES**

INSTRUCTIONS TO THE BIDDERS

1. Eligibility of the bidders:

Bidders:-

- (i) **should have their own set up for reconditioning/remanufacturing of toner cartridges (Site visit may be undertaken).**
- (ii) should have minimum **3 years** of experience of supplying reconditioned/remanufactured toner cartridges in bulk to Government/Public/Private Departments (valid proof has to be attached)
- (iii) should have minimum turnover of **Rs. 1 crore** per annum during each of the last two years (valid and certified proof has to be attached)
- (iv) should have not been blacklisted by the Depts/Ministries of the Govt. of India/Public Department/Private Departments. Declaration has to be given in the prescribed format- **(Annexure-I)**

2. Earnest Money Deposit / Performance Security

- (i) The Earnest Money Deposit (EMD) **@2% of the bid value** should be in the form of Demand Draft drawn in favour of **Drawing and Disbursing Officer, Lok Sabha** and should be kept in a **sealed separate cover superscribing E.M.D.** without mentioning amount. **Tender received without EMD or EMD for lesser amounts will be summarily rejected.** The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.
- (ii) The EMD in respect of the bidders/firms, which is/are not selected, shall be returned to them within 15 days without any interest after finalization of tender. However, EMD in respect of successful bidder will be released after receipt of Performance Security Deposit (PSD). Further, if the firm/bidder fails to provide PSD as per requirement of LSS within 7 days from the date of placing order, the EMD shall stand forfeited without giving any further notice.
- (iii) EMD will be forfeited if the bidders withdrew after submission of the bids or opening of the tenders.

3. Performance Security Deposit (PSD)

- (i) PSD @ 5% of order value of the contract will have to be made before entering into Rate Contract Agreement.
- (ii) PSD shall be in the form of Demand Draft/Fixed Deposit payable to/in the name of **Drawing and Disbursing Officer, Lok Sabha**, New Delhi.
- (iii) The PSD should remain **valid** for a period of **ninety days** beyond the date of completion of all contractual obligations by the supplier including warranty obligation, if any. EMD will be refunded to the successful bidder on receipt of performance security.
- (iv) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

4. Documents / Certificates

The Tendering firms/agencies are required to submit the photocopies of following documents (**originals have to be shown at the time of signing the rate contract agreement**), failing which their bids will be summarily/out-rightly rejected and will not be considered any further:-

- (a) Registration certificate as per existing norms;
- (b) Copy of CST/VAT/TIN Registration Certificates;
- (c) Copy of PAN/GIR Card;
- (d) Copies of Income Tax Returns filed for last 3 years;
- (e) Proof of experience in supplying to Govt./Public/Private Depts;
- (h) Declaration regarding blacklisting or otherwise. (**Annexure-I**)

5. Mode of Submission and last date for submission

Tenders in a sealed envelope superscribing '**Quotation for supply of reconditioned/remanufactured toner cartridges**' should be addressed to the **Director (GP&GS), Lok Sabha Secretariat, Room No. 514, Parliament House Annexe, New Delhi**, and must reach on or before **9th May, 2011 by 3.00 P.M.** Tenders may also be hand delivered at **Room No. 408, Lok Sabha Secretariat, Parliament House Annexe, New Delhi**. If the date up to which the tender is opened for acceptance is declared to be a holiday, the tenders shall be deemed to remain open for acceptance till the next working day.

6. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. **Quoting unrealistic rates will be treated as disqualification.**

7. No withdrawal after submission of bids

No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm would be **forfeited**.

8. Non acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted under any circumstances.

9. Non transferability

This tender is non transferable.

10. Extension of last date at the Discretion of LSS

The Director or Deputy Secretary on the behalf of Lok Sabha Secretariat may in his discretion extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

11. Signature of each page of the tender document.

Each page of the tender document should be signed by the bidder as proof of having read the contents therein and to ensure that bidders do not plead ignorance of the contents subsequently.

12. Need for clarifications

In case the prospective bidders need any clarification regarding any terms and conditions of the tender or about rejection of its bid, he/she/they/ may write to the **Director (GP&GS), Room No. 514, Lok Sabha Sectariat, Parliament House Annexe, New Delhi – 110001 (P.No. 23035335)** well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

TERMS & CONDITIONS

1. **Rates/ Prices.**

- (i) The rates should be quoted in Indian Rupees only in words as well as figures. Excise duty, sales tax, VAT as applicable should be quoted separately (as shown in **Annexure-II**). **If these levies are included in the price quoted without giving the break-up details such bids will summarily be rejected.**
- (ii) Tender rates should be valid for **at least one year** after the date of opening the tender. Tender 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.
- (iii) Prices should be quoted F.O. R. Destination (Free delivery at LSS)

2. **Specification of item**

- (i) Key parts to be replaced in remanufacturing/reconditioning of toner cartridges will be as per the following specifications:-
 - (a) Toner Powder (finest quality)
 - (b) OPC Drum
 - (c) Wiper blade
 - (d) Doctor blade
 - (e) Magnetic roller
 - (f) Soft PCR
 - (g) Recovery blade
- (ii) Quantity of toner powder must be 120-130 gms. in each reconditioned/remanufactured HPQ2612A toner cartridge and 80 gms. in each reconditioned HPCC388A toner cartridge.
- (iv) Empty toner cartridges for reconditioning/remanufacturing will be provided by Lok Sabha Secretariat and marked as 'SUPPLIED BY LSS" to ensure that the firm/bidder supply the same back.
- (v) Old replaced parts shall have to be returned to Lok Sabha Secretariat free of cost.
- (vi) Empty toner cartridges shall be picked up/collected from General Store Branch of Lok Sabha Secretariat for reconditioning purposes free of cost by the firms.

- (vii) The output/yield of reconditioned/remanufactured toner cartridges should be equal to that of an Original Equipment Manufacturers (OEM). Printing capacity of reconditioned/remanufactured HPQ2612A and HPCC388A toner cartridges must be 2200-2400 pages and 1400-1500 pages, respectively at 5% coverage area i.e. text mode.

3. Change in quantity

The quantity only of the required item is given in the tender is approximate and may vary more or less by 15%.

4. Delivery

Normally Purchase Orders (POs) will be issued once in a quarter. The delivery of the reconditioned toner cartridges has to be effected **within 7 working days** of placing the order. However, LSS reserves the right to get the supply immediately depending upon their urgent requirement especially during Parliament Session.

5. Guarantee/Warranty

- (i) **Guarantee of the reconditioned/remanufactured toner cartridges must be 6 months from the date of delivery till the toner gets empty.**
- (ii) In the event of re-manufacturing defects of cartridge, the firm/bidder has to replace the same free of cost.
- (iii) **In case of reoccurrence of defects in the cartridges, the contract shall be terminated at any point of time with 15 days' prior intimation to the firm/bidder.**

6. Agreement

Before entering into Rate Contract Agreement for supply of reconditioned/remanufactured toner cartridges, initially, 100 nos. toner cartridges will be got reconditioned from the L1 bidder. In the event of any complaint received in toner cartridges, willingness of L2 bidder will be obtained to match L1 prices. **The successful bidder should sign Rate Contract agreement with the Lok Sabha Secretariat (LSS) as per the proforma (Annexure-III).**

7. Penalty

- (i) It will be the responsibility of the Bidder to supply the said items in accordance with supply order within stipulated time frame, otherwise, the LSS will impose penalty.

- (ii) If the Bidder/firm leaves the supply without completing it, the LSS may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.

8. Mode of Payment

Payment against Bill / Invoice shall be released only after supply / of the items to the satisfaction of the Secretariat. Payment will be made direct to the supplier through **A/c payee cheque only**. No request for other mode of payment will be entertained. **No advance payment will be made in any case.**

9. Settlement of disputes

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary-General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

10. Purchasers Rights

- (i) The LSS reserves the rights to accept/reject any or all the bidders in whole or in part without assigning any reason whatsoever and is not bound to accept the lowest tender.
- (ii) The LSS reserves the right to award the tender to more than one Bidder.
- (iii) The LSS reserves the right to relax/ withdraw any of the terms and conditions mentioned above so as to overcome any problem encountered by the contracting parties.

11. General/others

- (i) The bidder will be bound by the details furnished by him / her to LSS, 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.**
- (ii) All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.
- (iii) The officers of LSS or their representatives may inspect the items.

ANNEXURE-I

SUPPLY OF RECONDITIONED/REMANUFACTURED TONER CARTRIDGES

Tender No. 32/2/3/2011/GPB

Dated 15.04.2011

DECLARATION

To

The Director (GP&GS)
Lok Sabha Secretariat,
Parliament House Annexe,
New Delhi-110001.

Dear Sir,

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 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 banned / suspended business dealing. I/We further undertake to report to the Lok Sabha Secretariat, New Delhi immediately after we are informed but 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 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:.....

ANNEXURE- II**SUPPLY OF RECONDITIONED/REMANUFACTURED TONER CARTRIDGES**

Tender No. 32/2/3/2011/GPB

Dated 15.04.2011

SCHEDULE OF RATES

Sl. No.	Details of the item	Approximate Qty. Required	Rate per Unit (Rs.)	VAT/ ST/ ED (Rs.), If any.	Total (4+5) Rs. in figures	Total in Words (Rs.)
1	2	3	4	5	6	7
1	Reconditioned/ remanufactured HPQ2612A toner cartridges *	700 nos. #				
2	Reconditioned/ remanufactured HPCC388A toner cartridges *	400 nos. #				

** Key parts i.e. toner powder, OPC Drum, wiper blade, doctor blade, magnetic roller, PCR & recovery blade to be replaced.*

The quantity is likely to vary by +/- 15%.

SUPPLY OF RECONDITIONED/REMANUFACTURED TONER CARTRIDGES

PROFORMA RATE CONTRACT AGREEMENT

To be executed at the time of entering into agreement. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

AGREEMENT

This agreement is made on this day of2011 between M/s..... herein referred to as the contractor carrying on business under the name and style of M/s.of the one part. **Lok Sabha Secretariat (LSS)**, acting through the **Director (GP&GS)**, herein after referred to as the other part whereas the said contractor has agreed with the **Lok Sabha Secretariat**, for supply of **reconditioned/remanufactured toner cartridges** in conformity with the requirements & specifications.

Now this indenture witnesseth that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

01. The contractor agrees to undertake to supply the **reconditioned/remanufactured toner cartridges** as per the requirement as agreed to in their tender and letter dated at the rates quoted by him/them. The rates are inclusive of all the levies taxes like sales tax and excise duty freight inclusive /exclusive as the case may be.
02. The supply of **reconditioned/remanufactured toner cartridges** which is not in conformity with the requirements/ specifications are liable to be rejected.
03. This contract shall be effective from toThe Tender is valid for a period of one year from the date of signing of the agreement, which can be renewed for a further period of one year on the same rate & terms and conditions at the discretion of the Dir (GP&GS), based on the performance and services rendered. The quantities shown in the tender **with +/- 15 % variation** will be procured by placing purchase orders at the monthly/quarterly/half yearly intervals as per the requirement from time to time.
04. The contractor shall execute the P.Os placed by the concerned Officer with great promptness and satisfaction to the department. The contractor shall agree that the penalty at one percent (1%) of the

P.Os shall be imposed from each week of delay in delivery with reference to the delivery period given if he fails to deliver the same within the specified period mentioned in purchase order to maximum extent of 5% and penalty of 20% of P.Os shall be imposed for any substandard (inferior quality) / incomplete supply along with cancellation of work order.

05. The security deposit paid by the contractor for due and faithful performance of the contract by the contractor of all and several covenants herein contained of his part to be observed with full power. Director (GP&GS) or Deputy Secretary (GP) on behalf of the Lok Sabha Secretariat to appropriate the said sum to any damage, penalties and other sums which the contractor may be required to pay in case the contractor fails to perform /fulfill or to keep and observe all or any of the said conditions of the agreement on his part herein after contained.
06. The security deposit shall be released after three months after successful completion of the work at the end of the contract period including the extended period if any.
07. That all disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Secretary-General, Lok Sabha Secretariat or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.
08. The Security Deposit is liable to be forfeited to the Lok Sabha Secretariat without any prejudice to any other rights and remedies of Lok Sabha Secretariat in case the contractor fails to undertake the contract work, as per the work orders and as per the terms and conditions given in tender schedule during the currency of the contract including the extended period if any.

09. **Lok Sabha Secretariat reserves the right to terminate this Agreement at any point of time with 15 days' prior intimation to the contractor.**
10. That the tender schedule and terms and conditions shall also form part of the agreement.
11. That the contractor acknowledges that he has fully acquainted himself with all the conditions and he shall not plead ignorance of any of the conditions.

In witness whereof, the contractor has set his hand and the Lok Sabha Secretariat has caused for and on his behalf to set his hand, the day and the year first above written.

**Signature of the authorized official of the
Company/Firm**

Signature:

Name :

Address :

**Signature of the authorized
official of the LSS**

Signature:

Name :

Address :
