



RURAL ELECTRIFICATION CORPORATION LIMITED
Core 4, SCOPE Complex, 7 Lodhi Road, New Delhi – 110 003
Tel: 011-24365161 & 41020101 Fax: 011-24360644
Web site: www.recindia.nic.in & www.recindia.com

Notice Inviting Tender No: REC/IT/136/2007/1

**Empanelment of vendor for Supply of HP Printers Toners &
Cartridges and ribbons for Matrix Printer for
RECL Corporate Office, New Delhi**

Date of Issue : 17-01-2008
Date & Time for submission : 04-02-2008 (by 14:30 Hrs)
Time of Opening : 04-02-2008 (15:30 Hrs)

The Deputy General Manager (IT)
Rural Electrification Corporation Limited
Core-4 Scope Complex
Lodhi Road
New Delhi-110003

Telephone Number : 24362483(telefax)/24365393/24365161(ext544,519)
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*Note:Limited Tender valid for authorized RSRs of HP India based in Delhi only.

To

All RSRs of HP based in Delhi only

Notice Inviting Tender (NIT) for Empanelment of vendor for supply of Toner & Cartridge for RECL, CO, New Delhi

A. Introduction

Rural Electrification Corporation Ltd. (RECL), was incorporated on July 25, 1969 under the Companies Act 1956. RECL is a wholly owned Government of India Public Sector Enterprise with a 'AAA' rating. RECL is in advanced stage of implementing ERP across the organization. RECL has a Corporate Office (CO) at Core-4, Scope Complex, 7 Lodi road, New delhi-110003, annex at Palika Bhawan, Bikaji Cama Place New Delhi and 5 Zonal Offices, 17 Project Offices and one training institute. Detail of these offices can be had from the RECL website www.recindia.gov.in / www.recindia.nic.in.

B. Purpose

RECL has an IT infrastructure network which is spread over all the offices mentioned above. This also includes printers, predominantly of "HP" make. The present tender is to shortlist a vendor for supply of printer consumables viz. toners and cartridges for the printers operational at the CO and it's annex at Palika Bhawan, Bhikaiji Cama Place. A detail list of these printers is given in Annexure-A. The scope may also be extended to the Zonal & Project offices in due course of time, at the discretion of RECL.

C. Invitation for Bid

1. REC invites proposals from suppliers of Toners & Cartridges for supply of Toners, Cartridges, and printer ribbons for a period of One year from the date of Award of work or initial order which is earlier.
2. Sealed bids are invited in two parts, **Part-I** : Application Money (if bid-document is downloaded from internet) and Earnest Money Deposit (EMD), AND Documents related to "Eligibility Criteria & Technical Bid", and **Part-II** : "Financial Bid" (valid for 90 days) are invited for Empanelment of vendors for Supply, Installation and/or replacement of HP Printers Toners & Cartridges for RECL, New Delhi.
3. RECL reserves the right to discontinue the engagement of vendor at any time without assigning any reasons thereof. RECL's decision in this regard shall be final and binding. The

bidder may download the RFP from the RECL's website and physically submit the same by the due date and time along with an EMD value of Rs.12,000/- (rupees twelve thousand only) in the form of Demand Draft drawn in favor of 'Rural Electrification Corporation Limited' on a scheduled commercial bank payable at New Delhi. The EMD will be returned to the unsuccessful bidder at the earliest after Purchase Order is issued. No interest will be paid on the EMD. EMD will be forfeited if it is found that the bidder has submitted any false statement for furtherance of bid-offer or withdraws the bid at any stage before issuance of Purchase Order.

4. Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit, application money and Financial Bid should be put in separate envelopes duly sealed. The content on the envelope, bidder's name & address should be clearly marked on the cover of the sealed envelopes. All these envelopes should then be put in a single envelope, duly sealed, with the list of contents, bidder's name & address clearly marked on the top.
5. The bids complete in all respects addressed to the Deputy General Manager (IT/ERP), should be submitted into the tender box kept at the RECL reception for this purpose at the following address latest by 1430 hours (IST) on 04-02-2008. RECL does not own any liability if the bids do not reach the designated place (i.e. designated box kept at the reception of REC) within due date and time.

RURAL ELECTRIFICATION CORPORATION LTD.,
CORE-4, SCOPE COMPLEX,
7 LODHI ROAD,
NEW DELHI – 110 003.

D. Minimum Eligibility criteria

1. The supplier should be an existing Registered Supplier and authorized Reseller (RSR) of HP. A Copy of certificate should be submitted with the bid.
Note: If the validity of the authorized resellers of HP is expiring during the currency of empanelment, the supplier should produce renewal certificate issued by HP. Till such time, the supplier would not be considered for procurement of Toners & Cartridges by RECL.
2. The supplier should be registered with Registrar of Firms / Companies and should be based at Delhi. Certificate of incorporation to be provided. In case of partnership firms, the attested copy of partnership deed should be enclosed.
3. The supplier should have an experience of at least two years in supply of Toners & Cartridges to reputed / organizations, particularly, Government Organizations,

Autonomous institutions, and Public sector Banks / Undertakings. Detailed list of such organization containing organization-wise details of award of work (viz. value of PO, tenure of work etc.) should be submitted with the bid-offer.

4. The supplier should be an income tax assessee having filed Income-Tax Return for the preceding three assessment years. (Copy of IT Returns should be enclosed).

E. Methodology for Empanelment

1. The supplier should qualify the minimum eligibility criteria as given in Section–“C”.
2. A tentative list of printers along with Toners & Cartridges requirement for the current year is given in Annexure–“A”. Interested bidders will have to quote a price for per unit against each item. The price has to be quoted for each item separately.
3. Part II bid will be opened only for those suppliers who qualify the minimum eligibility criteria as specified in Part I of the bid. Lowest financial bidder among all the bidders will be selected as LI bidder

Note: During the period of empanelment, the bidder would have to maintain the price levels of consumables. In addition, if there is reduction of price from manufacturers / dealers / whole-sellers of cartridges / toner / ribbons during the period of empanelment, or some additional concession is granted, the benefit of same shall be passed over by contractor to RECL. The benefits of promotional offers would also be passed over by supplier to REC.

F Delivery Terms & Payment Terms

1. Delivery Terms:

- 1.1. The supplier should be capable of supplying the items at REC, Core 4 , Scope Complex, 7, Lodhi Road New Delhi –110003 and at Palika Bhawan, Bhikaiji Cama Place, New Delhi –110066 at no extra cost.
- 1.2. The supplier should supply the items within 24 Hours from the date of raising the indent.
- 1.3. The items supplied should be New and original and bear all the necessary warranty to substantiate such claim. The items ordered would be delivered initially at the IT department for provisional acceptance and before finally being installed in any particular printer. A final acceptance to be obtained from the user and to be submitted in original along with invoice for payment.
- 1.4. Time is essence of the contract. The successful bidder must supply all the items mentioned at annexure A. A self undertaking by the bidder in that respect to be

submitted. Failure to supply or commission all or some of the items on or before the stipulated date will entail a penalty equal to 0.5 % of the value of the Purchase order for each day of delay subject to maximum of 10 days.

- 1.5. In the case of delay in compliance with the order beyond 10 days of the stipulated time period, REC will have the right to cancel the order at the cost and risk of the vendor. On successive occurrence of such defaulting for 3 times, RECL has the right to cancel the Purchase Order.
- 1.6. Delivered new cartridges should be sealed and if found tampered or duplicate or refilled no payment for the same would be made by REC. Decision of RECL in this regard would be final and binding on the supplier / vendor.

2. Payment Terms

- a. No advance payment shall be made to the vendor / supplier.
- b. Payments shall be subject to deductions of any amount which is recoverable from the Vendor in terms of Purchase Order. Further, all payments shall be made subject to deduction of necessary taxes, duties and TDS (Tax deduction at Source) as per the relevant Tax statutes.
- c. All Payments shall be made in Indian Rupees only.
- d. 100 % Payment will be made with in the period of 30 days after submission of invoice, delivery challan and acceptance certificate duly signed by the authorized representative of REC.

G Termination of Contract

- a. REC may at any time terminate or rescind the contract, if the bidder is unable to provide satisfactory services as per the contract. In such cases, if any amount is due to the Bidder on account of the work executed by him, if payable, shall be paid to him only after due recoveries as per the provisions of the contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk.
- b. RECL may at any time terminate the Contract by giving written notice to the selected Vendor, without any compensation to the selected Vendor.
- c. RECL may by written notice sent to the selected Vendor, terminate the purchase order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for RECL's convenience, the extent to

which performance of work under the purchase order and /or the Contract is terminated, and the date upon which such termination becomes effective. RECL reserves the right to elect :

- i to have any portion completed at the purchase order and/or the Contract terms and prices; and/or
 - ii to cancel the remainder and pay to the selected Vendor an agreed amount for partially completed Services.
- d. In the event the bidder's Company or the concerned Division of the company is taken over/bought over by another company, all the obligations under the agreement with RECL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.
 - e. RECL at its discretion may terminate the empanelment for any inordinate delay in supply, commissioning and/or maintenance of the equipments/ products.

H Governing Law and Disputes

- a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b. All disputes or differences whatsoever arising between the parties (ie. the RECL and the Bidder) out of or in relation to the construction, meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties as above are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/s shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at New Delhi. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties.
- c. The successful Bidder shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the RECL.
- d. The venue of the arbitration shall be New Delhi and shall be governed by the rules as specified by Indian Council of Arbitration.

I Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables, installation, commissioning etc., and after RECL is satisfied with the working and performance of the equipment(s)/product(s) , the acceptance certificate (Annexure K) signed by the
Signature of Bidder with Company Seal

representative of the RECL and representative of the Vendor will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment(s)/ product(s).

J Award of Contract

1. Based on estimated requirement mentioned in annexure B, offer is being invited from the bidder qualified bidders.
2. After receipt of offer, opening of eligibility & technical bids, evaluation of will done and for successful bidder in this process, the financial bid will be opened and evaluated. L1 will be achieved on the basis of lowest financial bidder.
3. REC reserves the right to add / delete / modify any terms and conditions besides reserving the right to accept or reject the applications. Accepting the application for empanelment by REC would not guarantee the award of contract.
4. Orders will be placed on the finally selected bidder (s). The panel will be valid for an initial period of 12 (Twelve) months from the date of acceptance of empanelment offer and signing of empanelment/ contract agreement by the bidder or placement of initial purchase order whichever is earlier. It may be extended for a further period of maximum 06 (Six) months depending upon the need of RECL and its project requirements.
5. During the validity of Panel, in case RECL notice that the market rates have come down from the time the rates were finalized, RECL will ask the technically short-listed vendors to re-quote the prices and the vendor(s) will be selected on the basis of the procedure given above. The time difference between such re-quotes will be minimum 3 months except in case of the Union Budget. For any bulk requirements, RECL reserves the right to call for the revised bids from the technically qualified vendors at any time during the empanelment. This activity may result in change of empanelled vendors. Revised bids should not be more than existing rates
6. During the validity of the panel including the extended period, if any, if the vendor quotes, sells or exhibits written intention to sell any System and/or sub-system of the same or equivalent configuration to any other department/Organization at a price lower than the price fixed for RECL, the vendor shall voluntarily pass on the price difference to RECL. The effective date will be the date of quoting the lower rates in the bid/quote. Similarly, in the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to RECL, and in the event of increasing of

government levies subsequent to the finalization of the panel; RECL shall automatically pass on the pro-rata benefits to the vendor, if the same have been explicitly given in the financial annexes.

7. No deviations from these terms and conditions will be accepted. Any violation there off will lead to rejection of the bid and forfeiture of EMD.
8. The bids will be valid for 90 days.
9. In this tender the bidder should give an undertaking stated that only genuine & original HP Toner & cartridges will be supplied to REC.

K Disqualification of bids

The bid is liable to be disqualified if

- a. Not submitted in accordance with the prescribed forms.
- b. During the validity period, or its extended period, if any, the Bidder increases his quoted prices.
- c. The Bidder qualifies the bid with his own conditions, which are in conflict with the conditions mentioned herein.
- d. Bid received after due date and time.
- e. Bid not accompanied by all requisite forms and supporting documents.
- f. Information submitted in Technical bid is found to be misrepresented, incorrect or false accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any.
- g. Price offer is enclosed in the Technical bid envelope.
- h. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- i. Bidders may specifically note that while processing the tender documents, if it comes to our knowledge explicitly or implied, that some Bidders may have colluded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up in the processing of tender, then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of two years.
- j. In case any party submits multiple bids or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified.
- k. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.

- I. Any other conditions as mentioned elsewhere in the RFP document.

L Notification of award

The acceptance of a tender, subject to signing of the contract, will be communicated in writing at the address for correspondence supplied by the successful Bidder in tender. Any change of address of the Bidder, therefore, should be promptly notified in writing to the DGM(IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 - Lodi Road, New Delhi 110003.

M Performance Bank Guarantee (PBG)

- a. The successful Bidders for empanelment shall, at his own expense, deposit with DGM(IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 -Lodi Road, New Delhi 110003, within thirty (30) working days of the date of notice of award of the tender, a Performance Bank Guarantee as per the format indicated at Annexure – I , for **an amount of Rs. 12 Thousand for the due performance** and fulfillment of the contract by the selected Bidder valid for 15 months. The bidder, on his choice, can also convert the EMD into PBG.
- b. The PBG should be drawn on a Scheduled Commercial Bank in favor of THE 'RURAL ELECTRIFICATION CORPORATION LTD', payable in New Delhi.
- c. The **PBG** may be discharged / returned by the REC after the completion of the contract upon being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be valid till the end of the warranty period plus three months.
- d. Failure of the Bidder to comply with the above requirement, or failure to enter into contract within 30 days or within such other extended period, as may be specified by the DGM (IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7 - Lodi Road, New Delhi 110 003, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- e. In the event the vendor being unable to provide the services, during the empanelment period, as per the contract for whatever reason, the Performance Security would be revoked by REC.
- f. No bank charges/interest shall be payable for the Performance Security.
- g. REC shall also be entitled to make recoveries from the Bidder's bills, from Performance

Security, or from any other amount due to him the equivalent value of any payment made to him due to inadvertence, error, collusion, mis-construction or mis-statement.

N Signing of Contract

The selected Bidder shall be required to enter into a formal tripartite contract between the bidder, THE RURAL ELECTRIFICATION CORPORATION LTD and HP within thirty (30) days of the award of the tender or within such extended period, as may be specified by the RECL on the basis of the Tender document, the letter of intent and such other terms and conditions as may be determined by the REC to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and acceptance thereof, which terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract.

O How to Apply

1. The interested parties who satisfy the minimum eligibility criteria should apply as per the prescribed formats of Part I & Part II attached here.
2. Part I & II should be applied in two separate Non Window SEALED envelopes.
3. Addressee and Address at which bids are to be submitted

The Deputy General Manager (IT)

Rural Electrification Corporation Limited

Core-4 Scope Complex

Lodhi Road

New Delhi-110003

Telephone Number: 24362483/24365393/24365161(ext544)

Fax : 24360644/24362483 Email : prasanta.m@recl.nic.in, pankajgupta@recl.nic.in

4. Last date for seeking any clarification
5. Name of the contact person for any clarification:

Sh. P K Mukhopadhyay

DGM (IT)

REC Ltd.

Core-4, Scope Complex,

Lodhi Road.

New Delhi-110003

Limited Tender No. REC/IT/136/2007/1

Telephone Number : 24362483(telefax), 24365393/24365161(ext544,519)

Fax : 24360644 Email : prasanta.m@recl.nic.in

6. Latest time and Date for receipt of bids on or before 14:30 hours on 04-02-2008

The **Part I** will be opened at Corporate office of RECL, Core-4, SCOPE Complex, 7 Lodi Road, New Delhi – 110 003 on the same day (last date of submission of the Bid) at 1530 hours (IST) in the presence of bidders who choose to be present and whose EMD, bid document amount (if applicable), and Eligibility Criteria Documents are in order.

The **Part II** (Commercial Bid) will be opened only for those vendors who qualify the pre-qualification criteria. The date of Opening of Part II will be intimated separately to prequalified vendors only.

7. The validity of the bid should be 90 days from date of submission.

8. Application not in the prescribed format, Not duly signed and dated and not accompanied by relevant documents will be rejected.

PART I
[PreQualification Bid]

Application for Empanelment of Vendors for Toners & Cartridges

S. N.	Particulars	Bidders Response		
1	Name of the Vendor/Firm			
2	Address			
	Telephone No.			
	Fax No.			
	Email Id			
3	Contact Person(s) Details			
	Name Designation	Contact Number		
		Landline	Mobile	email id
4	Year of Establishment			
5	Whether the Vendor/Firm is based in Delhi (Yes / No)			
6	Whether Registered with Registrar of Firms / Companies (Yes/No)			
7	Income Tax PAN No. [copy to be enclosed]			
8	Registration details of authorised resellership			
(a)	Whether authorised reseller of HP (Yes/No)			
(b)	Copy of Registration Certificate of resellership enclosed [Yes / No]			
(c)	Date of Expiry of Registration for authorised resellership			
9	Customer Profile: Where supply is being done for two years to well established organizations like Govt. Organizations, Public sector Banks/ Undertakings, Multi National Companies & large Pvt. Sector Companies.			

	Name of Organisation	Address	Contact Details		Empanelled or Regular Supplier
			Name	Phone No	
(a)					
(b)					
(c)					
Turnover for the Past Three Financial Years [copy of balance sheet to be enclosed]					
	FY	Turnover in lakhs			
10	2006-2007				
	2005-2006				
	2004-2005				
11	Any other relevant information				

DECLARATION We here by declare that the information submitted above are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our application is liable to be rejected.

Date:

Signature & Seal

PART II [Qualification Bid]

[to be submitted in separate envelope]

(REC does not have any obligation to buy the qty as mentioned here.)

S.N	Name of Printer	Product No.	Rate per Unit	Taxes if any	Tentative Qty	Total
		Items to be supplied by HP reseller				
1	HP 1020,1022,3055	HP 2612 A			90	
2	HP Laserjet 1320,1160	HP 5949 A			10	
3	HP Laserjet 6p	HP 3903 F			10	
4	HP Laserjet 1300	HP 2613A			5	
5	HP Color Laserjet 3700	HP 2670 A			5	
6	- do-	HP 2681 A			5	
7	- do-	HP 2682 A			5	
8	- do-	HP 2683 A			5	
9	HP Laserjet 4050	HP 4127 X			1	
10	HP Color mfp 2840	HP 3960 A			1	
11	-do-	HP 3961 A			1	
12	-do-	HP 3962 A			1	
13	-do-	HP 3963 A			1	
14	-do-	HP 3964 A			1	
15	HP Deskjet 620C	HP 6614 A			1	
16	HP Laserjet 4345mfp	HP 5945 A			1	
17	HP PSC6188	HP 8721 Z			1	
18	-do-	HP 8771 Z			1	
19	-do-	HP 8772 Z			1	
20	-do-	HP 8773 Z			1	
21	-do-	HP 8774 Z			1	
22	-do-	HP 8775 Z			1	
23	HP Laserjet 1100	HP 4092A			10	
24	HP Deskjet 820C, 840C, 920C	HP 6615D			2	
25	HP Laserjet 5	92298 X			1	
26	HP color Laserjet4600	Q 9270A			1	
27	-do-	Q 9271			1	
28	-do-	Q 9272			1	
29	-do-	Q 9273			1	
30	HP Laserjet P3005dn	Q7815			15	
31	Hp Laserjet1200	C7115			1	
32	Wipro LQ1050 +DX	LQ1050+DX printer ribbon (original)			5	
33	Epson LX 800	Epson LX 800 printer ribbon (original)			5	

		TOTAL				
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DECLARATION

We here by declare that the information submitted above are true to the best of our knowledge. We understand that in case any discrepancy is found in the information submitted by us our application is liable to be rejected.

Date: Signature & Seal