



**RURAL ELECTRIFICATION CORPORATION LIMITED**

Core 4, SCOPE Complex, 7 Lodhi Road, New Delhi – 110 003

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Web site: www.recindia.nic.in & www.recindia.com

**Notice Inviting Tender No: REC/IT/CONS PUR/136/2007/2010/1**

**Bid Document**

Request for Proposal (RFP)

For

Empanelment of Supplier for Supply of Toner and Cartridges

- |       |   |   |                                       |
|-------|---|---|---------------------------------------|
| (i)   | Last Date for Submission of Bids<br><b>Time: 1100 Hours (IST)</b> | : | <b>16<sup>th</sup> September 2010</b> |
| (ii)  | Pre-bid date<br><b>Time: 1100 Hours (IST)</b>                     | : | <b>23<sup>rd</sup> August 2010</b>    |
| (iii) | Date of Opening of Bid<br><b>Time: 1130 Hours (IST)</b>           | : | <b>16<sup>th</sup> September 2010</b> |

## 1.1 Invitation For the Bids

Sealed bids are invited for Empanelment of Registered Sales Re-seller (RSR) of HP toner/ Cartridge and supplier of toner/ Cartridge of Xerox/ Samsung/ Panasonic etc. make of Printers, for supply of genuine toner/ cartridges of various printers as at Annexure A installed at RECL Office (i.e. Corporate Office at Core-4, Scope Complex, New Delhi – 3 and Part Office at Palika Bhawan, 2<sup>nd</sup> -3<sup>rd</sup> Floor). List of printers enclosed at Annexure – A is a tentative list though the number of printers may actually increase or decrease.

## 1.2 Instruction To Bidders

- a. The bidder should be Registered Sales Re-seller (RSR) of HP toner/ Cartridge and supplier of toner/ Cartridge of Xerox/ Samsung/ Panasonic etc. make of Printers.
- b. The bidder shall be the single point of contact for RECL and shall be solely responsible for all scope of work and Deliverables.
- c. Empanelment will be initially for a period of One year from the date of Award of work. Empanelment will be extendable for a period of one year in fractions of four quarters at the sole discretion of REC.
- d. Sealed bids are invited in two parts,
  - a. Part-I : Earnest Money Deposit (EMD), and Documents related to “Eligibility Criteria & Technical Bid”. (EMD to be put in a separate envelope. The envelope should clearly mention “EMD”).
  - b. Part-II : “Financial Bid” (valid for 90 days) are invited for Empanelment of vendors for Supply of genuine HP, Xerox, Samsung, Panasonic toner/ cartridge for RECL, New Delhi.
  - c. Eligibility Criteria Documents, Technical Bid, Earnest Money Deposit 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.
- e. Bid should accompany an earnest money deposit of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of a Demand Draft/Banker's cheque drawn on a Scheduled commercial bank in the favor of 'RURAL ELECTRIFICATION CORPORATION LTD' payable at New Delhi. Cheques, Money orders and Cash shall not be accepted as EMD. The bidder's are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft/ banker's cheque, any failure to comply with the same shall be at the risk of the bidder.
- f. 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. The EMD will be returned to the unsuccessful bidder after Purchase Order is issued to the successful bidder. 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. EMD of successful empanelled bidders will be returned only after submission of PBG equivalent to EMD amount valid for the empanelment period.
- g. Pre-bid meeting will be held in RECL Corporate office at SCOPE Complex.

- h. The bids complete in all respects and addressed to the DGM(IT), RECL, should be submitted into the tender box kept at the RECL reception at the following address latest by 1100 hours (IST) on 16<sup>th</sup> September 2010. RECL does not own any liability if the bid is submitted somewhere else and not reached to the addressee within due date and time.

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

- i. The RECL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all bids at its sole discretion without assigning any reason whatsoever.
- j. The bidder shall bear all costs associated with the preparation and submission of its bid, and RECL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.
- k. The bidder is expected and deemed to have read, examined/ perused, complied/ agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding. Failure to furnish all information required and/or False/Incorrect information and/or ambiguous/ irrelevant information and/or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- l. The EMD may be forfeited, if a Bidder withdraws his bid during the period of bid validity, specified by the Bidder in the Bid and/or on submission of false documents/ undertaking.
- m. Quoted prices should be firm and inclusive of all logistics, taxes, levies, other charges applicable if any and all other expenses related with the visits of the Vendor's personnel in connection with the performance of the contractual obligations by the Vendor.
- n. If there is discrepancy between the price/information quoted in words and figures, whichever is the higher of the two shall be taken as bid price, however, the purchase/ ordering shall be carried out on the lower of the two prices.
- o. Rates should be valid for a period of 90 days from the date of opening of **technical Bids** subject to the condition that the bids shall be deemed to be valid after 83 days from the date of opening of technical Bids till the bidder gives a minimum seven working days (as per RECL/ Government of India notified official calendar) advance notice in writing through registered post for his bid withdrawal and if during the notice period the tender is finalized/ awarded the bidder shall be deemed to be a willful party to that and in case of a default EMD shall be forfeited and the bidder may be blacklisted from participating in and/or all tenders of RECL for such a period as decided by RECL at its sole discretion.
- p. All costs and charges, related to the bid, shall be expressed in Indian Rupees only.
- q. Any bid received by RECL after the deadline for submission of bids prescribed by the RECL will be rejected and/or may be returned unopened to the bidder on specific written request.
- r. Any effort by a Bidder to influence the RECL in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and RECL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of RECL.
- s. The comparison shall be of all-inclusive price of services, such price to include all costs as well as duties and taxes paid or payable.

- t. Bidders shall state their bid price for the payment schedule outlined in the tender **and as per the format given (Annexure-A) in the tender document only** and in case any changes/ amendments / addendums/ modifications are made by the bidder in the specified format the bid shall be rejected.
- u. The vendor shall not assign and/or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of contract, cancellation of purchase order empanelment and forfeiture of security deposit/ performance guarantee etc.
- v. 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/Security Deposit.
- w. On selection and empanelment the EMD of the selected bidder will be converted into security deposit and No interest/ charges will be payable on the security deposit.

### **1.3 Eligibility Criteria:**

1. The bidder 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.
2. The bidder should have at least minimum experience of 2 years for supplying 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. (copy of work order is to be attached)
3. The bidder should have supplied Toners & Cartridges to at least five reputed organizations out of which at least two should be Government Organizations 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. (copy of work order is to be attached)
4. The bidder's annual sales turnover from supply of toners & cartridges should be at least an average value of Rs 10 Lac (Rupees Ten Lac Only) during the last three years. All relevant documentary evidence (copy of audited balance sheet of last 3 years) for confirmation regarding turnover shall be enclosed with the bid. The turnover shall refer to the bidding company only and not the composite turnover of its subsidiaries / sister concerns etc.
5. The supplier should be an income tax assessee having filed Income-Tax Return for the preceding three assessment years. (Copy of IT Returns and copy of PAN no. should be enclosed).
6. Bidder should submit valid documentary proof of Sales Tax/ VAT/ Service Tax Registration number.
7. The bidder should be Registered Sales Re-seller (RSR) of HP toner/ Cartridge and supplier of toner/ Cartridge of Xerox/ Samsung/ Panasonic etc. make of Printers. Authorization certificates should be submitted.

Note: Part-I of the tender document also to be filled accordingly.

### **1.4 Scope of Work:**

- i. The bidder will be notified for supplying of genuine HP, Xerox, Samsung and Panasonic toner & cartridge by phone and he should collect the order from RECL office latest by the same day if

called in forenoon and next day forenoon if called in the afternoon. The supply of Toner and Cartridge shall be latest by the next working day at the office premises.

- ii. The bidder shall install the cartridge in the respective printers.

### **1.5 Bid Evaluation and Empanelment Methodology:**

- a) The bids shall be opened in the presence of the bidder's representatives whoever choose to be present at the bid opening. The bidder's representative present there, shall sign a register evidencing their attendance. The 'EMD' will be opened first, followed by the technical and financial bid in the Corporate office of RECL, Core-4, Scope Complex, 7 Lodhi Road, New Delhi-110003 on the last date of submission of the Bid at 1130 hrs(IST).
- b) Part II bid i.e. Financial 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 L1 bidder.
- c) **The Grand Total will be taken as bid price for evaluation purposes. L1 bidder shall be arrived on grand total of all models collectively.**
- d) L2 and L3 bidder will also be kept in the panel, however they have to match the price of L1 bidder. L2 and L3 bidders have to submit a letter of consent to REC in this regard for supply of toner/ cartridge as and when order is placed with them.
- e) The L1 bidder will be given the purchase orders as per RECL requirement of toner/ cartridges from time to time during the period of empanelment. In case L1 bidder is not in position to supply, the L2/ L3 bidders shall be considered for award of purchase order at discretion of REC.
- f) The decision of RECL arrived at, as per above will be final for empanelment and no representation of any kind shall be entertained. The empanelment will be valid for a period of One year from the date of offer of empanelment which may be extended further for a period of one year on providing satisfactory services at the sole discretion of RECL.
- g) 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. The no. of printers and the corresponding requirement may increase or decrease. In case there is an increase in the toner/ cartridge due to addition of new printer, purchase will be done for the additional requirement through process of inviting limited quotes from the three empanelled vendors.

### **1.6 Payment Terms:**

- i. No advance payment shall be made.
- ii. Payments shall be subject to deductions of any amount for which the Vendor is liable under the agreement against this contract. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the prevailing Income-Tax Act and any other taxes as on the date of invoice submission and/or payment date, whichever is higher.
- iii. All Payments shall be made in Indian Rupees only.
- iv. RECL will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm was engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- v. The vendor has to replace the defective toner/ cartridge supplied within a period of three days. Failure to replace the defective toner within three days will entail deduction in the cost of the specific item in the next bill.

- vi. Failure to supply the item on or before the stipulated date will entail a penalty of 0.5% of the value of purchase order cost per week subject to a maximum of 10% of total purchase order cost. After this, REC will have the right to cancel the order and procure from L2/ L3 vendor.
- vii. Failure to supply the genuine item will attract invoking of Performance Bank Guarantee.

### **1.7 Performance Bank Guarantee (PBG)**

- i. The L1 bidder 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.25,000/- (Rupees twenty five thousand only) 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.
- ii. The PBG should be drawn on a Scheduled Commercial Bank in favour of THE 'RURAL ELECTRIFICATION CORPORATION LTD', payable in New Delhi.
- iii. 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.
- iv. Failure of the Bidder to comply with the above requirement, or failure to enter into contract within 45 days or within such other extended period of the acceptance of the PO by the bidder, as may be specified by the DGM (IT), RURAL ELECTRIFICATION CORPORATION LTD., SCOPE COMPLEX 7, Lodi Road, New Delhi 110003, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.
- v. In the event the vendor being unable to provide the services, during the empanelment period, as per the contract for whatever reason, the PBG would be revoked by REC.
- vi. No bank charges/interest shall be payable for the PBG.
- vii. 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.

### **1.8 Disqualification of bids**

- i. The bid is liable to be disqualified if Not submitted in accordance with the prescribed forms.
- ii. During the validity period, or its extended period, if any, the Bidder increases his quoted prices.
- iii. The Bidder qualifies the bid with his own conditions, which are in conflict with the conditions mentioned herein.
- iv. Bid received after due date and time.
- v. Bid not accompanied by all requisite forms and supporting documents.
- vi. 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.
- vii. Price offer is enclosed in the Technical bid envelope.
- viii. Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.

- ix. 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.
- x. 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.
- xi. In case all the items inclusive of warranty and maintenance are not quoted then the bid shall be summarily rejected.
- xii. Any other conditions as mentioned elsewhere in the RFP document.

## **1.9 FORCE MAJEURE CLAUSE**

If at any time, during the 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, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

### **1.10 Arbitration**

Except where otherwise provided in the agreement, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the materials, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitrator to be appointed by Chairman and Managing Director, REC. The Arbitration shall be in accordance with the provisions of Arbitration and Conciliation act, 1996 and the language of Arbitration shall be English. The Arbitrator shall give the reasoned award. The cost of arbitration proceedings shall be shared equally between the parties.

### **1.11 Jurisdiction:-**

The Contract shall be governed in accordance with the Indian laws and Courts located at Delhi shall alone have the jurisdiction to try and entertain the disputes.

### **1.12 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 -Lodhi Road, New Delhi 110003.

## PART I

## [Eligibility Criteria]

Application for Empanelment of Registered Sales Re-seller (RSR) of HP toner/ Cartridge and supplier of genuine toner/ Cartridge of Xerox/ Samsung/ Panasonic etc. make of Printers

S.N.	Particulars	Bidders Response			Page No of documentary proof attached**
1	Name of the Vendor/Firm				
2	Address				
	Telephone No.				
	Fax No.				
	Email Id				
3	Contact Person(s) Details				
	<b>Name Designation</b>		<b>Contact Number</b>		
			<b>Landline</b>	<b>Mobile</b>	<b>email id</b>
4 (a)	Whether the Vendor/Firm is based in Delhi (Yes / No)				
4 (b)	Whether Registered with Registrar of Firms /Companies (Yes /No)				
4 (c)	Certificate of incorporation/ attested copy of partnership deed attached (Yes/ No)				
5 (a)	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.				
	<b>S. No.</b>	<b>Name of Organisation</b>	<b>Address</b>	<b>Contact Details</b>	<b>Empanelled or Regular Supplier</b>
			<b>Name</b>	<b>Phone No</b>	
	(i)				
	(ii)				
	(iii)				

5 (b)	Copy of work orders attached (Yes/ No)		
6	Turnover for the Past Three Financial Years [copy of balance sheet to be enclosed]		
	<b>FY</b>	<b>Turnover in lakhs</b>	
	2008-2009		
	2007-2008		
	2006-2007		
7(a)	Income Tax PAN No.		
7 (b)	Whether the copy of PAN card attached (Yes/ No)		
7 (c)	Whether the copy of IT return of last three years enclosed (Yes/ no)		
8	Documentary proof of Sales Tax/ VAT/ Service Tax Registration number attached (Yes/ No)		
9	Copy of certificates in proof of Registered Sales Re-seller (RSR) of HP toner/ Cartridge and supplier of toner/ Cartridge of Xerox/ Samsung/ Panasonic etc (Yes/ No)		
10	Any other relevant information		

\*\* Please indicate the relevant page no. with clause no. (highlighted) for the documents enclosed.

### DECLARATION

We hereby 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**  
**Financial Bid**

Annexure-A

**A. List of printers for genuine toner/ cartridges**

S.N	Name of Printer	Toner/ Cartridge Model No.	Rate per Unit	Taxes if any	Total No. of printers*	Total
1.	HP 1020,1022,3055	HP 2612 A			105	
2.	HP Laserjet 1320,1160	HP 5949 A			16	
3.	HP Laserjet 6p	HP 3903 F			5	
4.	HP Laserjet 1300	HP 2613A			8	
5.	HP Color Laserjet 3700	HP 2670 A			2	
6.	- do-	HP 2681 A				
7.	- do-	HP 2682 A				
8.	- do-	HP 2683 A				
9.	HP Laserjet 4050	HP 4127 X			1	
10.	HP Color mfp 2840	HP 3960 A			1	
11.	-do-	HP 3961 A				
12.	-do-	HP 3962 A				
13.	-do-	HP 3963 A				
14.	-do-	HP 3964 A				
15.	HP Laserjet 4345mfp	HP 5945 A			1	
16.	HP 1505	CB436A			3	
17.	HP 3005	HP 7551Q			14	
18.	HP LJ735	HP CD887			3	
19.	-do-	HP CD888				
20.	HP color Deskjet d4368	HP 335Z			1	
21.	-do-	HP 337Z				
22.	HP PSC6188	HP 8721 Z			1	
23.	-do-	HP 8771 Z				
24.	-do-	HP 8772 Z				
25.	-do-	HP 8773 Z				
26.	-do-	HP 8774 Z				
27.	-do-	HP 8775 Z				
28.	HP PHOTOMARE C7288 ALL-IN-ONE				2	
29.	HP Laserjet 1100	HP 4092A			7	
30.	HP Deskjet 820C,840C, 920C	HP 6615D			2	
31.	HP Laserjet 5	92298 X			1	
32.	HP color Laserjet4600	Q 9270A			1	
33.	-do-	Q 9271				
34.	-do-	Q 9272				
35.	-do-	Q 9273				
36.	Hp Laserjet1200	C7115			1	
37.	Xerox 6280				1	
38.	Xerox 5645				1	

39.	Xerox 3117				18	
40.	Samsung ML-1640				7	
41.	Samsung SCX 4521 F				3	
42.	Samsung 4824				2	
		TOTAL			207	

\*no. of printers may vary

## 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 of Authorised Signatory

Place:

Name :

Company Seal :

### Note :

- Prices all inclusive of taxes including service tax, VAT, octroi & road permit. It is bidders responsibility to deliver at final destination. RECL may assist if required.
- Costs should be indicated clearly both in figures and words and any cutting/ erasures/ overwriting/ deletions/ modifications etc shall be properly attested by the authorized signatory otherwise the bid is liable to be rejected.
- Under no circumstances any extra/ additional taxes, duties, levies etc. shall be payable to the bidder by RECL unless such a tax, duty or levy has been newly introduced and notified by the Government of India.
- Prices should be indicated in Indian Rupees only.
- Calculations against each row as specified in the price schedule should be carried out carefully both for the total of each row and the Grand Total. Furnishing of any miscalculation etc. shall be at the bidder's risk and cost and the bid may be liable for summary rejection.
- In case of a difference/ discrepancy between prices quoted in Words and/or Figures the higher of the two shall prevail.
- Costs for all items must be quoted otherwise the bid shall be rejected outright.
- The prices shall be deemed to have been quoted by the bidder taking into consideration scope of work, schedule details and other clauses as specified in the tender document and as per tender terms and conditions and without any deviations of any form/sort/kind etc.
- The bidder shall be deemed to have noted and agreed to the right of RECL to order for super-set/ sub-set of the items and/or procuring the same and/or similar items from alternate and/or different sources at RECL discretion.
- With reference to clause 1.2.c, at the time of extending the contract beyond initial one year, in case there is any revision of prices at lower side from the OEM, then the same is to be pass on to REC and in case of revision of prices at higher side, proportional discount to be given to REC on production of revised Rate List received from OEM.