

NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH

No. NID AP/IT/1103/2019

Dated: 11th March 2020

To,

Subject: Notice Inviting Tender for supply of HP Make Cartridges to National Institute of Design Andhra Pradesh on rate contract basis.

The National Institute of Design Andhra Pradesh (NID AP) invites sealed quotations from competent & reputed original equipment manufacturers/ distributors/ dealers for supplying Cartridges on rate contract basis. Technical & Financial bids are required to be submitted in separate sealed covers addressed to the **Administration I/c**, National Institute of Design Andhra Pradesh, Transit Campus EEE & ECE Building, Acharya Nagarjuna University, Nagarjuna Nagar, Namburu, Amaravati, Guntur, Andhra Pradesh - 522510 so as to reach us on or before up to **25.03.2020** 3.00 pm, duly super scribing the work i.e. "Technical Bid for supply of Cartridges on rate contract basis" and "Financial Bid for supply of Cartridges on rate contract basis" on top of the cover.

Bidders should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the NID AP Admin Division on Telephone No **0863-2377200**. Tender format can be downloaded from our website 'www.nid.ac.in'.

sd/-

Administration I/c

Copy forwarded to:

1. O/o Director
2. Admin section
3. Finance Section
4. All Notice Boards

NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH

TENDER DOCUMENT FOR

SUPPLY OF CARTRIDGES TO

NATIONAL INSTITUTE OF DESIGN A.P.

ON RATE CONTRACT BASIS

- 1. Appendix A : Technical Bid Form**
- 2. Appendix B : Financial Bid Form**
- 3. Appendix C : Undertaking Form**
- 4. Appendix D : Contract Agreement**

**SUPPLY OF CARTRIDGES TO
NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH ON
RATE CONTRACT BASIS**

1. Parties:

The parties to the Contract are the Tendering Firm and the National Institute of Design Andhra Pradesh (NID AP).

2. Scope of Work

Supply of cartridges on rate contract basis at NID AP as described in Appendix A.

3. Eligibility conditions:

(a) The manufacturers/ distributors/ dealers, who have an annual turnover of more than Rs. 5,00,000 (Rupees five lakh only) during last three years (2016-17, 2017-18 and 2018-19) shall only be eligible;

(b) The Firm should be in position to supply the material at address mentioned above

(c) The bidder should have successfully executed at least three supply orders of similar nature to Central/ State Government Departments/ organizations/ reputed educational institutions in the last three years. Copies of these supply orders should be attached with the Technical Bid.

(d) The Bidder should have PAN No, GST No. And should submit legible attested copies of PAN No., GST No. with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

4. Preparation and Submission of Tender:

(a) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.

(b) The tender should be submitted in two parts viz. Technical Bid and Financial Bid in the proforma given in Appendix A and Appendix B respectively with each bid kept in a separate sealed cover.

(c) Each cover must contain the address of the Bidder, and should be superscribed with the statement "**Technical Bid for supply of Cartridges on rate contract basis**" and "**Financial Bid for supply of Cartridges on rate contract basis**", as the case may be.

(d) These two covers should then be **kept in another sealed cover** addressed to the **Administration I/c** National Institute of Design Andhra Pradesh, Transit Campus EEE & ECE Building, Acharya Nagarjuna University, Nagarjuna Nagar, Namburu, Amaravati, Guntur, Andhra Pradesh - 522510, duly superscribed

"Tender for supply of Cartridges on rate contract basis".

(e) The tender will be submitted **before 3:00 PM on 25-03-2020**. The Technical bid will be opened at **3:30 PM on 25-03-2020** in the presence of intending bidders, if any. The Financial bid will be opened after evaluation of the technical bids and only such bidders, whose bids qualify in technical evaluation, shall be called for opening of their financial bids.

(f) Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialed with seal of the bidder.

(g) The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

5. Technical Bid:

(a) The Technical bid, having details of the Firm along with the EMD, should be submitted in the form given in Appendix A.

(b) Copies of the following certificates will be enclosed with the Technical bid

(i) Registration Certificate (In case of a Registered Firm)

(ii) Copy of GST Registration Certificates;

(iii) Copy of PAN Card;

(iv) Copies of Income Tax Return filed for the last three financial years;

(v) Proof of experience in supplying to Government Departments (Copies of at least one Purchase Order received from University/ Govt. depts. / PSUs / reputed companies in past 7 years

(vi) Declaration regarding blacklisting or otherwise. (Appendix C).

(c) The vendor should also submit an undertaking as given in Appendix C with the **Technical bid**.

(d) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 10,000/- submitted in the form of Demand Draft/ Banker's Cheque.

6. Financial Bid:

- (a) The Financial Bid should be submitted in the form given in Appendix B.
- (b) The consolidated price quoted shall be firm and final and payable for the goods delivered.
- (c) The quoted rates shall include all taxes, duties, GST etc. as applicable and no extra shall be payable on this account, item wise, wherever applicable.
- (d) TDS as per rule shall be deducted. The bidder must enclose copy of PAN No supported by copy of PAN Card of the company.
- (e) The rates will be valid for a period of one year, computed from the date of award of contract.
- (f) Rates and amount should be written in figure and words cleanly for each item.
- (g) If there is any downward revision or decreasing in prices or taxes, the firm will intimate NID AP regarding change in prices and pass on the benefit to the Institute, failing which the rate contract may be cancelled.

7. Validity:

The bids shall be valid for a period of 3 (three) months from the date of opening of the tender.

8. Criterion for Evaluation of Tenders:

- (a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Appendix A, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Appendix B, for each item. Any inferences drawn by the bidders or their representatives during the opening of the technical bid will be their own view and NID AP will not be responsible / required to abide by the same.
- (b) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the bidders to make a presentation before it. Bidder may also be asked to produce a sample of each item for inspection at the time of evaluation of bids.
- (c) The contract shall be awarded with the approval of the competent authority to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid (subject to approval of the item samples by the Tender Evaluation Committee) provided

further the bidder has the capability and resources effectively to supply the contract items.

9. Right of Acceptance and Other Provisions:

(a) The acceptance of the tender rests with NID AP. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. NID AP also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.

(b) The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

(c) All the items, for which financial bids are submitted, **should be genuine and of the specified branded company**. If the material supplied is found to be of substandard quality, the same will be returned/ replaced at the cost of the vendor and the NID AP will not be responsible for any loss to the concerned vendor for such supply.

(d) The bidders will be bound by the details furnished by him / her to the NID AP, 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.

(e) NID AP reserves the right to black list a defaulting vendor.

(f) Any inquiry after submission of the tender will not be entertained.

(g) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the purchase order will prejudice the Firm's quotation.

(h) NID AP reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(i) The quantities of items have not been specified in the tender document, as the purchase shall be staggered depending upon the requirement.

U) The tender document is valid for a period of six months from the date of issue. If Supply order is not issued within this period, the process will have to start afresh.

10. Time Schedule for Completing of Work:

The supply must be completed within 21 (twenty one) days from date of issue of the supply order. NID AP will impose penalty as per terms and condition of this tender document, in the case of delay in completion of supply.

11. Standards

(a) The goods supplied under this contract shall conform to the standards prescribed/ specifications mentioned there against the goods in the financial bid.

(b) The bidder should furnish the full specification of the goods such as weight, dimensions, unit, length, colour/ shade, make/ brand etc: offered in the tender: No change shall be permitted after opening of bids.

12. Supply in Original Packing

The items (wherever applicable) shall be supplied in original packing from the manufacturer, clearly indicating quality, batch No., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

13. Warranty:

(a) The vendor **will provide manufacturer's warranty**, from the date of completion of supply of the items.

(b) If the vendor, having been notified, fails to respond to take action to replace the defect(s) within 72 hours, NID AP may proceed to take such remedial action(s) as deemed fit by it, at the risk and expense of the vendor and without prejudice to other contractual rights and remedies, which the purchaser may have against the vendor, including forfeiture of the performance security/ bank guarantee.

14. Delay in the Vendor's Performance: (a) The vendor shall deliver the Cartridges at National Institute of Design Andhra Pradesh. The time and the date schedule of delivery of the items mentioned in the tender shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the contract / supply order.

(b) Subject to the provisions of the tender, any delay by the vendor in maintaining its contractual obligations towards delivery of the equipment and performance of services shall render the vendor liable to any or all of the following sanctions:

- i) Imposition of liquidated damages,
- ii) Forfeiture of its performance security and
- iii) Termination of the contract for default.
- iv) Blacklisting the vendor.

15. Penalty: In the event of the firm failing to:

- (i) Observe or perform any of the conditions of the work/ supply order as set out herein; or (ii) Execute the order in good condition to the satisfaction of NID AP or by the time fixed by NID AP; or (i) Supply original Cartridges.

(a) It shall be lawful for NID AP, in its discretion, in the former event to remove or withhold any part of the order, until such times as it may be satisfied that Firm is able to do and will duly observe the said conditions and in the latter event to reject or remove as the case may require any order executed otherwise than in a good condition and to the satisfaction of NID AP and by the time fixed by it and in both or either of the events aforesaid to make such arrangements as it may think fit for the execution of the order so removed or order in lieu of that so rejected or removed as aforesaid on account and at the risk of the Firm.

(b) Provided further that if in either event any excess cost be incurred by reason of the difference between the prices paid and the accepted rates, NID AP may charge the amount of such excess cost to the Firm and the same may at any time thereafter be deducted from any amount that may become due to the Firm under this or any other contract, or maybe demanded of him to be paid within fourteen days to the credit of the NID AP.

(c) In the event of discovery of any error or defect due to the fault of the Firm/ vendor at any time after the delivery of goods ordered, the Firm/ vendor shall be bound, if called upon to do so, to rectify such error or defect at his own cost to the satisfaction of and within the time fixed by NID AP. In the event of the delivery of any defective work, which owing to urgency or for any other reason cannot be wholly rejected, NID AP shall have the power to deduct from any payment due to the Firm such sum as it may deem expedient.

(d) If the vendor fails to deliver any or all of the items or fails to perform the services within the time frame(s) incorporated in the contract, NID AP shall, without prejudice to other rights and remedies available to the Purchaser/ Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2.5% per week of delay or part thereof on delayed supply of equipment/ replacement parts and/ or services until actual delivery or performance, subject to a maximum of 10% of the contract price. Once the maximum liquidated damages/ or a period of 28 days, whichever is earlier, are reached, NID AP may consider termination of the contract.

(e) In the event of supply being wholly rejected, NID AP may at its discretion may either:

(i) Permit the Firm/vendor to re-do the same within such time as it may specify at Firm's own cost of all sorts i.e. materials, labour, equipment's, overheads, transportation etc; or

(ii) Arrange to get the additional supply obtained/ work done elsewhere and by any other person or from any other source than the Firm/vendor in which case the amount of extra cost, if any, shall be recovered from the contractor in the manner provided in sub-clause(b) of this clause.

16. Statutory Obligations:

(a) All statutory obligations under various laws from time to time shall be borne by vendor for which no extra payment shall be made at any time during the contractual period.

(b) The vendor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any vendor/sub- vendor(s) and the vendor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time).

17. Breach of Terms and Conditions:

NID AP may terminate the contract without any notice in case the vendor commits a breach of any of the terms of the contract. NID AP's decision that a breach has occurred will be final and shall be accepted without demur by the vendor.

18. Subletting of Work:

The vendor shall not assign or sublet the work or any part of it to any other person or party.

19. Right to Call upon Information Regarding Status of work:

NID AP has the right to call upon information regarding status of supply of the items at any point of time.

20. Terms of Payment:

(a) Items are to be supplied by the bidder at NID AP Transit Campus EEE & ECE Building, Acharya Nagarjuna University, Nagarjuna Nagar, Namburu, Guntur, Andhra Pradesh - 522510

(b) Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory supply, installation and commissioning of the said items.

(c) NID AP shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes including TDS as applicable and recovery of penalties mentioned in preceding para.

21. Earnest Money Deposit (EMD):

(a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 10,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH" payable at VIJAYAWADA.

(b) Earnest Money is required to protect the purchaser against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of NID AP.

(c) The successful bidder's EMD will be forfeited without prejudice to other rights of NID AP, if it fails to furnish the required performance security within the specified period.

(d) No interest will accrue on the EMD/ performance security deposit.

22. Performance Security:

(a) Performance Security Deposit (PSD) of Rs 25,000/- will have to be deposited within 15 days on receipt of notification of award of contract to ensure due performance of the contract.

(b) PSD shall be in the form of Demand Draft/ Bank Guarantee payable to NATIONAL INSTITUTE OF DESIGN ANDHRA PRADESH.

(c) In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of the contract. EMD will be refunded to the successful bidder on receipt of performance security.

(d) 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. NID AP reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

23. Agreement

The successful bidder shall sign the agreement given at Appendix D on a stamp paper of the appropriate denomination and submit the same to the **Administration I/c**, National Institute of Design Andhra Pradesh within 15 days of the receipt of notification of award of contract.

24. Force Majeure:

(a) For purposes of this clause, Force Majeure means an event beyond the control of the vendor and not involving the vendor's fault or negligence and which is not foreseeable.

(b) Such events may include, but are not restricted to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts

excluding by its management, and freight embargoes.

(c) If a Force Majeure situation arises, the vendor shall promptly notify NID AP in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by NID AP in writing, the vendor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Arbitration:

(a) If dispute or difference of any kind shall arise between the NID AP and the vendor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Director, NID AP at Guntur as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Guntur / Vijayawada, India.

(c) All legal disputes shall be subject to the jurisdiction of Guntur / Vijayawada courts only.

Appendix A

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed "**Technical Bid for supply of Cartridges on rate contract basis**". It shall consist of the following documents/ information:

1. Name & Postal address of Vendor:

Telephones No:

E-mail: Fax No:

Mobile No:

2. Name & address of Owners/ Partners/ Directors:

3. If Registered, Regn No with validity of registration with appropriate authority (Attach Copy of Certificate):

4. TIN/ Sales/(Attach Copy of Certificate):

5. GST No. (Attach Copy of Certificate):

6. PAN No. (Attach Copy of Certificate):

7. Details of the turnover for the last three financial years (**indicate year-wise and attach NID AP cited document**):

(a) FY 2016-17

(b) FY 2017-18

(c) FY 2018-19

8. Attach Work order/ Certificate in support of experience for having undertaken Supply of Cartridges in the last three years (at least one proof for each year).

9. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU/ reputed educational institutions with telephone No.:

(a) Client 1

(b) Client 2

(c) Client 3

10. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self-attested certificate to this effect.

11. Are you related in any way with any staff member of the NID AP: Yes/ No.

12 . Details of Earnest Money Deposit (DO No.):

13. The tender document should be **duly signed on each page.**

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place:

Date:

Financial Bid

I/We
 Of hereby agree, subject to acceptance of this tender by
 NID AP, to supply **Cartridges** on rate contract basis in accordance with the specifications, terms and
 conditions of the contract as stated in the tender document at the rates and prices given below:

My / our rates are as under:

S. No	Details of the Item	SKU	Rate Per Item (Rs.)	GST (Rs.), If any	Other Taxes (Rs.), If any	Total (4+5+6) (Rs. in Figures)	Remarks
1	2	3	4	5	6	7	8
01	HP 970XL Black Ink Cartridge for Office jet x576dw	CN625AA					
02	HP 88A/C Black Lase Jet Toner Cartridge	CC388AC					
03	HP 80 X/A Black Lase Jet Toner Cartridge	CF280XC CF280A					
04	HP 740Black LaserJet Toner Cartridge for LaserJet CP 5225	CE740A					
05	HP 740 Cyan Colour LaserJet Toner Cartridge for LaserJet CP 5225	CE741A					
06	HP 740 Yellow Colour LaserJet Toner Cartridge for LaserJet CP 5225	CE742A					

07	HP 740 Magenta Colour LaserJet Toner Cartridge for LaserJet CP 5225	CE743A					
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UNDERTAKING

(To be submitted with Technical Bid)

It is certified that I/ my Firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Andhra Pradesh or any other State Government or reputed private institutions and no criminal case is pending against the said firm/ agency as on _____

Signature of the Tenderer : _____

Name of the Signatory : _____

Name of the Firm/agency: _____

Seal of the Firm/Agency: _____

Place:

Date:_____

Agreement to be signed for Rate Contract

<Stamp paper of requisite amount>

Rate contract for supply of Cartridges

This agreement is made on 2020 between the National Institute of Design Andhra Pradesh, Transit Campus EEE & ECE Building, Acharya Nagarjuna University, Nagarjuna Nagar, Namburu, Amaravati, Guntur, Andhra Pradesh - 522510 hereinafter referred to as "NID AP", and M/s _____, a registered company with registered office at _____ hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the contractor has tendered for providing Rate contract of cartridges to the NID AP as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the contractor has deposited with the Tendering Authority the sum of Rs. (Rupees _____ only) as performance security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice No. dated _____, which shall hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the NID AP to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the NID AP.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the contractor but without interest and after deducting there from any sum due by the contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one month's notice in writing

without compensating the contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the NID AP to the contractor as hereinafter mentioned the contractor hereby covenants with the NID AP to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:

For and on behalf of
National Institute of Design
Andhra Pradesh

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____
Authorised Signatory

Witness 1 _____

Witness 2 _____