



**India Trade Promotion Organization  
Store Division  
Prantik Building, Near Gate No.-1,  
Pragati Maidan, New Delhi – 110001  
Telephone No. 011-23378645/23371783  
Fax No. 23371492**

**Notice Inviting E-Tender (NIT)**

**T e n d e r N o.: 258/ITPO (1)/ST/2016-17**

**TENDER DOCUMENT**

***For***

"Rate contract for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items for official use in ITPO.



**India Trade Promotion Organization  
Store Division  
Prantik Building, Near Gate No.-1,  
Pragati Maidan,  
New Delhi – 110001  
Telephone No. 011-23378645/23371783  
Fax No. 23371492**

**Notice Inviting Tender (NIT)**

No.- 258/ITPO (1)/ST/2016-17

Dated : 02/09/2016

**Sub:** Tender notice for award of rate contract for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB Port and other necessary consumable items during financial year 2016-17 & till 31<sup>st</sup> December, 2017 for official use in ITPO- regarding.

India Trade Promotion Organisation (ITPO) invites online bids through two bid system (Technical and Commercial) from the interested, inline, experienced, reputed and financially sound & eligible bidders. Manual bids shall not be accepted.

The tender document contains the following:

- I. Instructions for Online Bid Submission
- II. Scope of Work and General Instructions to Bidders
- III. Eligibility Criteria
- IV. Special Terms and Conditions

**I. Instructions for Online Bid Submission:**

- a. The tender documents are available on our website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and the same can be downloaded. However, the documents required, such as two DDs (Demand Draft) towards Cost of Tender and Earnest Money Deposit should be in favour of India Trade Promotion Organisation, payable at New Delhi, should be deposited in Store Division, Prantik Building, ITPO, Pragati Maidan, before the close of date & time for submitting the e-tender.
- b. Tender documents may be downloaded from ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATA SHEET as under.

**INDICATIVE CRITICAL DATA SHEET:**

<b>Tender Notice No.</b>	258/ITPO (1)/ST/2016-17
<b>Published Date</b>	02/09/2016
<b>Bid Document Download/Start Date and Time</b>	02/09/2016 and 10 a.m.,
<b>Bid Submission Start Date</b>	02/09/2016
<b>Bid Submission End Date and Time</b>	26/09/2016 and 3.00 p.m.
<b>Opening of Technical Bids and Time</b>	27/09/2016 and 3.30 p.m.,
<b>Communication Address</b>	Manager, Store Division, Prantik Building , ITPO Pragati Maidan New Delhi-110001
<b>Feel free to Contact regarding query, if any</b>	Desk No.: 011-2337 1783/8645
<b>To get the copy of tender documents</b>	kindly visit the <u>tender section</u> of corporate website ( <a href="http://www.indiatradefair.com">http://www.indiatradefair.com</a> )

- c. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e. Tenderers who have downloaded the tender from the ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD will be forfeited and tenderer is liable to be banned from doing business in future with ITPO.
- f. Intending Tenderers are advised to visit once again ITPO website [www.indiatradefair.com](http://www.indiatradefair.com) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

**g. E M D and Tender Cost:**

Earnest Money Deposit of Rs. 60, 000 /- and Tender Cost of Rs. 525 /- are to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of India Trade Promotion Organisation payable at New Delhi. Bidders are required to submit the details of EMD & Tender cost at the time of Bid Preparation.

**BANK Details for E M D Payment and tender cost through NEFT/RTGS:**

Sr. No.	Name of the Beneficiary	:	India Trade Promotion Organisation (ITPO)
01	Name of the Bank	:	Central Bank of India
02	Branch Address	:	Pragati Maidan, New Delhi-110001
03	Account No.	:	1167404133
04	Type of Account	:	Saving
05	RTGs Code	:	CBIN 0284078
06	MICR Code	:	110016150
07	PAN No.	:	AAATI2955C

**h.** The Hard Copy of original instruments in respect of earnest money & tender cost, must be delivered to the Manager(Store), Prantik Building, India Trade Promotion Organisation, Pragati Maidan, New Delhi — 110001 (India) on or before bid opening date & time as mentioned in critical date sheet. Tenderers shall likely to be liable for legal action for non-submission of original payment instruments, like DD/RTGS etc., against the submitted bid.

**i.** Bids will be opened as per date/time as mentioned in the **Tender Critical Data Sheet**. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated latter.

**Submission of Tender:**

The tender shall be submitted online in Two parts", viz., technical bid and financial bid. All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/E-mail shall not be considered. No correspondence will be entertained in this matter.

**Technical Bid (Check List):**

**The following documents are to be furnished by the Contractor along with Technical Bid (Annexure-I) as per the tender document (As applicable):**

- i) Scanned Copy of self-attested experience certificate or similar award of Work/Supply Order/Purchase Order issued from any Govt. agency or Reputed Private firm.
- ii) Scanned copy of self-attested PAN Number Certificate.
- iii) Scanned copy of self-attested previous three years Income-Tax Return/ VAT tax return / latest VAT Clearance Certificate,
- iv) Scanned copy of self-attested TIN Number Certificate.
- v) Scanned copy of audited Balance sheet plus profit loss account statement, of three years, duly certified by Authorized CA.
- vi) Scanned Copy of self-attested copy of Partnership deed, if any, as per the tender documents.
- vii) Scanned copy of documents, like Earnest Money Deposit & Tender Cost.
- viii) Scanned copy of Tender Acceptance Letter (Annexure-III)
- ix) Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-IV)
- x) Scanned Copy of blacklisting certificate in this regard (Annexure- V)
- xi) Scanned copy of unqualified undertaking for accepting the terms and conditions. (Annexure-II)

### **Price Bid/Financial Bid:**

- (a) Price Bid Undertaking (Annexure-VI)
- (b) Schedule of price bid in the form of BOQ\_XXXX .xls./ pdf. Format.(Annexure- VII)

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders on registering into the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids through online on the CPP Portal.

More information useful for submitting through online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION:**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n-Code / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender- ID assigned against each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission date & time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "off-line" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after opening the tender by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Date:02/09/2016

Place: New Delhi

Manager (Stores)

\*\*\*

## **II. Scope of Work:**

1. The ITPO, Pragati Bhawan, Pragati Maidan, New Delhi-110 intends to enter into an Annual Rate Contract with reputed, well established and financially sound Firms for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items during financial year 2016-17 & till 31<sup>st</sup> December, 2017 for official use in ITPO.
2. The hard copy of the Earnest Money Deposit (EMD) of Rs. 60,000 /- (Rupees Sixty thousand only) and the tender cost of Rs. 525 /- (Rupees five hundred twenty five only) must be uploaded with the Technical Bid and two originals of the same have to be dropped in the Tender Box installed in Store Division, Prantik Building, Near Gate No-01, Pragati Maidan, New Delhi-110001 in a Sealed Envelope-I super-scribed with the words "Annual Rate Contract for procurement of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items during financial year 2016-17 & till 31<sup>st</sup> December, 2017 for official use in ITPO latest by 3.00 p.m. 26/09/2016.

## **II TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANIES/FIRMS/AGENCIES:**

1. The tendering Firms should fulfill the technical specifications:
  - (a) The Registered and corporate office or one of the Branch Office's of the Firm should be located either in Delhi or New Delhi or in any of the Satellite Towns of Delhi;
  - (b) It should be registered with the appropriate registration authority;
  - (c) It should have its own Bank Account.

## **(II) General Instructions to bidder:**

1. To mention the D.D. no., date, Name of the firm, Proprietor's name, etc. on the reverse side of Demand Draft. The submission of EMD/Bid Security plus cost of tender fees are compulsory for all the Bidders including Central/State Multi Consumer Co-Operative Stores, like M/s. Kendriya Bhandar, M/s. NCCF etc.
2. EMD and tender cost in any other form, i.e., in Cash, shall not be accepted. The EMD of unsuccessful bidder, without any interest, will be liable to refund within 30 days after placing final order to the successful firm(s).
3. The EMD shall stand forfeited, if a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accept the contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the

event of premature withdrawal of the tender / quotation by any of the tenderers.

4. The EMD of Rs. 60, 000 /- paid at the time on-line bid submission (later on it is treated as Performance Security Deposit for those private parties, who will generally be appointed on rate contract after finalization of tender) will be rest with ITPO till the completion of contract.
5. This tender is non transferable.
6. Bid form (Technical Bid), as per **Annexure –I**, giving all details should be submitted in its letter head and uploaded in pdf. format in e-tender.
7. In order to identify uniformity and quick assessment of the rates, the rates should be mentioned as per unit(s)/quantity/items and brands/specifications, asked for in the **Annexure-VII**, the intending firms should not make any deviation and quoted rates for their own units, quantity, brands. Otherwise such bids shall be rejected.

(III) **Eligibility Criteria:**

1. Firms should have at least three years of similar experience of supplying the ink/toner cartridges of HP/Samsung/Canon/Epson/Produt/Lipi Printers and other computer consumable items to any central/state government departments/ministries/PSU/Autonomous bodies/reputed private organization. The firms should scan and upload list of experience certificates/ SO/PO etc.
2. The annual turnover of the firms should be at least 8 lakhs (Eight Lakh) during the three financial years, for which copies of Profit and Loss Account, and audited balance sheets, certified by registered CA Firms for the three years should also be scanned & uploaded during on-line submission of tender.
3. The bidder should be authorized re-seller/selling agent /distributor /whole seller etc..

4. Proof of having cleared all Income Tax Return/VAT Clearance Return during the three years should be scanned & uploaded while submitting the on-line tender.
5. Proof of valid TIN No. certificate and Pan No. should also be mentioned and the self -attested copies in respect thereof are required to be scanned & uploaded during on-line submission of tender.
6. Scanned copy of Tender Acceptance Letter (Annexure-III)
7. Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-IV)
8. Price bid undertaking (Annexure-VI)
9. The firms should not have been blacklisted by any ministries/ department of state/central government or ITPO. The firms are to be required to undertake to this effect in their letter head (Annexure-V).
10. The bidders are advised to submit a un-acceptance undertaking in firm's letter with a view to accept all the terms and conditions of the tender notice (Annexure-II)
11. Suppliers will not be relieved from any liability related to warrantee/guarantee or any obligation under the contract.

**(IV) Terms and Conditions:**

1. "Applicable Law" - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
2. "Bid Document" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.
3. "ITPO" - ITPO means India Trade Promotion Organization.
4. **DISCLAIMER:**  
The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on

behalf of ITPO is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items for official use in ITPO.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

## 5. INTERPRETATION :

In this Tender Document, unless the context otherwise requires

(a) For the purpose of this Tender Document, where the context so admits:

- (i) The singular shall be deemed to include the plural and vice versa and
- (ii) Masculine gender shall be deemed to include the feminine gender and

vice-versa.

- (b) References to a **"person"** if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

#### 6. DUE DILIGENCE:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid non-responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

#### 7. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall under no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 8. DGS&D, MSME, SC/ST ENTREPRENEUR:

Suppliers registered under DGS&D, Micro Small Medium Enterprise (MSME) and SC/ST Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or a SC/ST Entrepreneur, then this should be declared while filling the company details in the online bidding process. Supporting documents should also be submitted along with other documents for relaxation of tender cost and EMD.

**9. Earnest Money Deposit (EMD) and Tender Cost:**

The successful bidder shall have to furnish a Bid Security/EMD of Rs. 60, 000 /- (Rupees sixty thousand only) and tender cost of Rs. 525 /- ( Rupees five hundred twenty five only) in the form of account payee demand draft, drawn on any nationalized or scheduled commercial bank in favour of India Trade Promotion Organisation, payable at New Delhi. A bid received without Earnest Money and tender cost, except those Firms which have been exempted from submission of Earnest Money & Tender Cost, as per Government of India orders/instruction shall be summarily rejected. Certified copies of the same should be uploaded with the quotation for claiming the relaxation, failing which quotation will be rejected.

**10. PROCESSING FEE/ TENDER COST and EMD:**

- i. The processing fee/tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. The EMD shall be forfeited in case the firm does not fulfill/ produce the documents/ promises made before this office or any committee constituted by this Organisation for this purpose.

**11. TENDER EVALUATION COMMITTEE:**

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders.

- i. The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- ii. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

**12. BID PRICES:**

- i. The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- ii. In case of any discrepancy between rate mentioned in the figures and words, the latter shall prevail.
- iii. Price quoted should be for units specified by us overleaf and delivery at our office. All risk to goods till the point of delivery shall be on the supplier.
- iv. Price quoted should be for inclusive of freight, packing, forwarding and insurance. If sales tax, excise duty, value added tax and other charges are to be paid extra this should be clearly specified in tender. In the absence of any such stipulation, it will be assumed that the quotation inclusive of these taxes.
- v. Bidders may please quote their unconditional and competitive rates strictly as per the list of item mentioned in the table (Annexure-VII). After

scrutiny/evaluation of parties, ITPO deserves to issue award of work order for supply of above items as per requirement and specification.

- vi. Service Tax/VAT, if any, must be quoted, failing which no amount would be paid towards service tax/VAT. Further TDS and other applicable taxes, as per prevailing rates, will be deducted by ITPO before making the payment to the successful bidder.
- vii. No advance payment will be made against any supply order.

### **13. PERIOD OF VALIDITY OF BID:**

- i. **Validity Period:** Bids shall remain valid for 180 days after the date of financial bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

- ii. **Extension of Period of Validity :**

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

- iii. **Amendment of Tender Notice :**

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the tender document and it will be notified.

### **14. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

- i. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, withdrawn by the Applicant on or after the Proposal Due Date.

The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

### **15. SPECIAL TERMS & CONDITIONS:**

- ITPO shall reserve the right to verify the operation and performance of the Bidder and the Bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity.
- Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- The invoice should contain PAN No., VAT/ST No., Job Order no. And address of

the bidder when the payment has to be made.

- The contracting Firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Company/Firm/Agency without the prior written consent of this Office.
- The contracting Firm will be bound by the details furnished by him/her to this Office, while submitting the e-tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false 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.
- Financial bids of only those Firms who are technically qualified shall be evaluated.
- This Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel of the contracting Firm.
- This Office shall not be responsible for any financial loss or other injury to any person deployed by the contracting firm in the course of their performing the duties to the ITPO in connection with the purchase/supply order of printer consumable items.
- The invitation is open to manufacturers (OEM) & authorized distributors/dealers/reseller for supply of Tonners/Cartridges of H.P./Samsung/Canon etc.
- The successful firm(s) must has to submit an authenticated certificate from HP/Samsung/Canon or Affidavit in Stamp paper of Rs. 50 /- to this effect, indicating that the Firm is an authorized Dealer/ Distributor/Reseller etc. for supply of HP/Samsung/Canon Cartridge/Toner or printer's other necessary consumable parts etc. failing which rate contract will be cancelled/withdrawn.
- **The office/godown of the bidder must be located only in the National Capital Region of Delhi. The bidder, Outside of Delhi NCR, under no circumstances could be considered.**
- ITPO requires the printer cartridge items for its official use/purpose. These items are generally purchased quarterly basis, month to month basis, during IITF or any

other events/activities of ITPO and some items would be 'on need' basis without any guarantee for any minimum quantity.

16. The owner of successful firm should be available on his own direct telephones (office & residence) and also on mobile phone so as to enable this office to call him/her in emergence cases.

17. No request for escalation of approved rates would be considered during the rate contract period.

18. These approved rates of successful firm(s) must be valid during financial year 2016-17 and subsequent period till 31/12/2017.

19. The items should be of specific brand & standard make and good quality. In case it is noted that the items are not of standard make good quality, it would be open for ITPO to cancel the contract forthwith and forfeit the EMD and to blacklist the firm concerned.

**20. Performance Deposit Guarantee:**

The successful bidder including MSME or SC/ST Entrepreneurs and DGSD registered agencies shall have to furnish a Performance Guarantee or Performance Security Deposit of Rs. 60, 000 /- (Rupees Sixty thousand only) in the form of account payee demand draft, drawn on any nationalized or scheduled commercial bank, in favour of the India Trade Promotion Organisation, payable at New Delhi within ten days after placing award of work. This receipt is only for successful performance during the period of contract. The performance guarantee will be returned after successful completion of the contract period and after adjusting dues, if any. Also No further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee.

**21. FORFEITURE OF PERFORMANCE SECURITY DEPOSIT:**

In case of any breach or lapse on the part of the Successful Agency, ITPO will be entitled to invoke the Performance Security without any objection from the Agency in any manner. The Performance Security shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement

or accept the contract within the stipulated period.

22. **Delivery:** The nominated firms(s) will be responsible for delivery of the goods so ordered within 07 days in good conditions at Store Division, Prantik Building, near gate no.-01, ITPO, Pragati Maidan, New Delhi at their own risk and cost. In case of repeated failure to deliver the items indented by ITPO within stipulated delivery period, the items will be procured from the open market and the difference of the cost, if any, will be recovered from Performance Security or from the pending bills. ITPO may recover Liquidated Damage, as per stipulated clause, cancel the purchase/supply order, terminate the agreement, bar from participation in any future bidding procedures of ITPO and forfeit the bid security/EMD immediately.

23. **Damage and Liquidated:** The items having any defects, damage or any other deficiency will, if found, not be accepted and will have to be replaced at its own cost. Sub-standard stores will not be accepted at any cost.

24. **Penalty:** Further if the supplier fails to deliver any or all of the goods within the period specified in purchase/supply order, the purchaser shall without prejudice to its other remedies, deduct as liquidated damage @1.5 of the price of the delayed goods for each and every week (part of the week shall be considered as full week) subject to maximum of 7.5% of the delayed supply value and the same shall be deducted from the bill(s) or any other payment due to the party. ITPO shall be at liberty to terminate the agreement, cancel the purchase order and may also forfeit the EMD/Bid Security, in case suppliers fails to deliver the items within stipulated delivery time period.

25. **Inspection and Tests:** The materials/items supplied are taken into stock subject to inspection of store officials.

In case, the nominated supplier is not to supply the goods so ordered, for which supply order has been placed or have been requisitioned on urgent basis on telephone without formal supply orders, within the stipulated time

period, the supply order shall be cancelled and the EMD shall be forfeited immediately.

26. Selected bidder(s) shall be appointed on a rate contract during Financial Year 2016-2017 & subsequent period till 31/12/2017 from the date of receiving of letter of Acceptance.

27. The samples deposited shall remain in the custody of ITPO's store division during the contract period.

28. ITPO reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

29. In the event of specified date of opening of tender is declared as a holiday, the tender shall be opened at the same place and same time on next working day.

30. **Payment of Bills:**

The firm appointed shall submit the original pre-receipted bill (Duplicate), along with original delivery callan, to the Store Division, after complete delivery of goods. Payment against bill/invoice raised shall be released only after thorough check and inspection of items ordered by store officials of ITPO, but within sixty days. Payment will be made direct to the firm through e-payment, for which supplier has to submit prescribed mandate form. No separate transportation charges/labour charges or any other incidental charges will be paid for obtaining and delivering the order or replacing the material not found as per specification.

31. It will not be obligatory for ITPO to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any tenderer. No such obligation on the part of ITPO is also to inform the unsuccessful tenderers of the outcome of the tender process.

32. The successful supplier's staffs shall not divulge/disclose to any person, any details of office, operational process, security arrangements, and administrative/organizational matters.

33. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.

34. The contractor shall ensure proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work.

35. The quantity mentioned above is subject to change prior to issue of Supply Order/Award of Work. Also the Supply Order/Purchase Order, if awarded, will be subject to our standard, conditions of contract.

36. If the successful firm (tenderer) also undertakes identical work in other Ministries/ Departments at rates lower than the rates approved / accepted by ITPO, on notice the firm shall have to charge at those rates from this office as well.

37. All pages of bid documents should be signed, sealed/stamped and properly numbered.

38. It may specifically be noted that the bids having unrealistic, impractical and non-serious prices, i.e. "**free or complementary**" just for the sake of vitiating the whole tender process and for grabbing the contract are liable to be ignored/rejected.

39. **ACCEPTANCE & WITHDRAWALS:**

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

40. **ITPO'S DECISION TO BE FINAL:**

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

41. **AWARD CRITERIA :**

Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor non-conformity or any

minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.

Financial evaluation of the quoted rate will be done. Non-responsive/Non- complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

#### 42. NOTIFICATION OF AWARD:

The Bidder whose Bid has been accepted shall be notified of the award by the ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the Letter of Acceptance.

#### 43. EXPENSES FOR THE CONTRACT:

All incidental expenses of the execution of the Contract/ agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.

#### 44. FAILURE TO ABIDE BY THE CONTRACT:

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of ITPO.

#### 45. TERMINATION OF CONTRACT:

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, forward by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason immediately.

#### 46. GOVERNING LAW:

The laws of Republic of India shall govern the Tender Document and the Contract.

#### 47. RESOLUTION OF DISPUTES:

The dispute resolution mechanism shall be as follows:

- In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

#### 48. AUTHENTICATION OF BID:

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document

shall initial all pages of the Bid Document, including pages where entries or amendments have been made along with company seal.

**49. VALIDATION OF INTERLINEATIONS IN BID:**

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

**50. RESPONSIBILITY OF BIDDER:**

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

**51. LATE BIDS:**

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected. No further correspondence on this subject will be entertained.

**52. BIDS NOT CONSIDERED FOR EVALUATION:**

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

**53. OPENING OF COMMERCIAL BIDS:**

Commercial Bids will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

**54. CLARIFICATION OF BIDS:**

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

**55. COMPLETENESS OF BIDS:**

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

**56. RECTIFICATION OF ERRORS:**

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

**57. REJECTION OF BID:**

A bid that does not meet all pre-qualification criteria or is non-responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

**58. FORCE MAJEURE:**

The successful bidder shall not be liable for forfeiture of its Performance Guarantee or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**59. PERIOD OF CONTRACT:**

The Rate Contract, if awarded, will be assumed for financial year 2016-17 and subsequent period till 31/12/2017. In case of failure or breach of any/ all terms and conditions of the Contract by the Agency/Party, ITPO shall have the right to terminate the Contract forthwith, in addition to forfeiting the security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of ITPO. However, in case of extension of Contract, a written mutual consent will be necessary in the line of accepting the same rate and terms and conditions of the said tender.

**60. AGREEMENT:**

The parties to the Agreement i.e. ITPO and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award. While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing.

**61. TERMINATION OF AGREEMENT:**

In case of excessive errors and if ITPO is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, ITPO at its discretion may terminate the agreement without any prior notice and in that case ITPO would not be liable to pay any amount on any account to the Agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by this office, ITPO reserves the right to cancel the contract and/ or forfeit performance guarantee submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract.

The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled

immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

**62. RECOVERY:**

The ITPO reserves the right to recover amount paid in excess during the contract from any other work or source after the contract if any if found paid excess

**63. Process to be Confidential:**

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

**64. Rights of the ITPO:**

- a. The ITPO reserves the right to suitably increase/reduce the scope of work put to this Bid. The right to split up the supply of the goods in two or more parts is reserved by the ITPO and also the right to award contract to more than one agency is reserved.
- b. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by the ITPO shall be final and binding on all Parties.

**65. Publicity:**

Any publicity by the Contractor in which the name of the ITPO is to be used, should be done only with the explicit written permission of the ITPO.

**66. Mode of serving Notice:**

- a) Communications between Parties which are referred to in the Contract effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).
- b) All notices shall be issued by the authorized officer of the ITPO unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

Manager (store)

**Annexure-I****TECHNICAL BID****(To be submitted in firm's own letter head)****Tender No. - 258/ITPO (1)/ST/2016-17****Dated: 01/09/2016**

<b>S. No.</b>	<b>Description of Facts</b>	<b>Info to be shared</b>
1.	Name of the Agency/Firm	
2.	Names & Designation of the person signing the bid	
3.	Capacity of the person, who will sign the bid document	
4.	Mobile & landline telephone number(s)	
5.	Fax No. and web site, if any	
6.	E-mail address	
7.	Legal Status: Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc.	
8.	EMD details of Rs. 60,000 /- Amount Draft No. Date Issuing Bank Place	
9.	Cost of tender fees: Rs. 525 /- Amount Draft No. Date	

	Issuing Bank Place	
10.	Whether the firm is black listed by any government department or any criminal offence is registered against the firm or its owner/partners anywhere in India:	Yes/No
11.	CST/VAT registration no. : (Self Attested Copy to be enclosed)(TIN Numbers)	
12.	Whether Office or Godown is located in the NCT of Delhi	<b>Yes/No</b>
13.	Authorized reseller/agent/distributor etc.:	
14.	Annual turnover of each financial year during the 3 years: (Audited balance sheet/profit and loss statements of each year during three financial years are to be attached)	<b>Yes/No</b>
15.	purchase/supply order items executed in the three years as per eligibility criteria:	<b>Yes/No</b>
16.	Terms and Conditions of the contract mentioned in the invitations of the bids are ACCEPTATBLE: or NOT	<b>Yes/No</b>
17	Name of business partner, if any:	
18	Permanent Account Number (PAN)/TAN No. (Certificates to be uploaded)	
19	VAT Return/ITR Return for three years (Scanned copy of certificate is uploaded)	Yes / No

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable **(N/A)** against the column, which does not relate, while filling up the above format.

*(Signature of the Bidder)*

Name in Block Letter

Company's seal

Place:

Date:

**UNDERTAKING**  
**(To be submitted in firm's letter head)**

**Tender No. - 258/ITPO (1)/ST/2016-17**

**Dated: 02/09/2016**

**Sub:** Rate contract for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items for official use in ITPO.

- (i) I / We do hereby solemnly declare / undertake that I / We have completely read and understood the terms and conditions attached to the purchase/supply of printer consumable items in question, for which the all-inclusive rates as above have been submitted, and that they are acceptable to us in full;
- (ii) I / We do also hereby declare / undertake that the all-inclusive rates quoted as above are submitted after fully understanding and in accordance with the relevant clauses of the terms & conditions of the contract;
- (iii) I / We do also hereby declare that the decisions of ITPO, on all the matters connected to the contract in question, and on the matter of disputes arising due to the provisions of this contract shall be final and binding on me / us / our firm.
- (iv) I/We, in full of mind and knowledge, hereby act the terms and conditions of this tender guideline.
- (v) I/We give the rights to the Competent Authority of ITPO to forfeit the EMD/Security Money/Performance Security Deposit deposited by me/us if any delay on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
- (vi) I hereby undertake to supply the items, as per directions given in the tender notice/supply order within stipulated period.

Place:

Date:

(Signature in full): \_\_\_\_\_

Name of the firm: \_\_\_\_\_

Seal / Stamp of the firm: \_\_\_\_\_

Contact Phone No / Mobile No:

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

To,  
The Manager  
Store Division  
India Trade Promotion Organisation  
Prantik Building  
Pragati Bhawan, Gate No.1  
Pragati Maidan, New Delhi-110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 258/ITPO (1)/ST/2016-17

**Name of Tender / Work:** Rate contract for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items for official use in ITPO.

Dear Sir,  
I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Date:

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Annexure-IV**

**FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY**

**(To be submitted in Firm's own letter head)**

Tender No. 258/ITPO (1)/ST/2016-17

Dated: 02/09/2016

To

The Manager  
Store Division  
India Trade Promotion Organisation  
Prantik Building  
Pragati Bhawan, Gate No.1  
Pragati Maidan, New Delhi-110001

Sub: Rate contract for supply of printer consumable parts, like, ink cartridge/toner cartridge of HP/SAMSUNG/CANON/EPSON/PRODOT and CD/DVD/USB port and other necessary consumable items for official use in ITPO.

Dear Sir,

With reference to Tender No. 258/ITPO (1)/ST/2016-17 dated: 02/09/2016, we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Thanking you,

Yours faithfully

Place:

Date:

(Signature with company's seal)

Name:

Designation:

Contact No:

**ANNEXURE-V**

**U N D E R T A K I N G**

**(To be submitted in Firm's own letter)**

It is certified that 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 NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Signature of the Tenderer \_\_\_\_\_

Place:

Name of the Signatory\_\_\_\_\_

Date: \_\_/\_\_/

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

**ANNEXURE-VI**

**PRICE BID UNDERTAKING**  
(To be submitted in Firm's own letter head)

Tender No.:258/ITPO (1)/ST/2016-17

Dated: 02/09/2016

From: (Full Name and address of the bidder)

To:

The Manager  
Store Division  
India Trade Promotion Organisation  
Prantik Building  
Pragati Bhawan, Gate No.1  
Pragati Maidan, New Delhi-110001

Dear Sir,

1. I submit the Price Bid for and related activities as envisaged in the bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer at the rates as indicated in the Price bid, Annexure-VII exclusive of all applicable taxes.

Yours faithfully

(Signature of the Authorized Representative)

Place: Name of the Signatory\_\_\_\_\_

Date: \_\_/\_\_/ Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_



**Schedule of Goods** (printer cartridges and the useful consumable accessories)**Annexure-VII**

Col1	Col2	Col3	Col4	Col5	Col6
Sr. No.	Printer Toner /Ink Cartridge & other necessary consumable parts	Quoted Rate per unit in Rs.	VAT/ Taxes in Rs. (%)	Total Amount in Rs.	Remarks If any
01	CD-R				
02	CD-RW				
03	DVD-R				
04	DVD-RW				
05	Fuser kit for 9000 DN printer C9153A				
06	HP print head C4820A				
07	HP print head C4823A				
08	Print head C4822 A				
09	Ink cartridge HP C 9364ZZ (851)				
10	Toner cartridge HP 388A(88-A)				
11	Ink cartridge C 901 HP colour				
12	Ink cartridge HP B901				
13	Ink cartridge CD 972 A				
14	Ink cartridge CD 973 A				
15	Ink cartridge CD 974 A				
16	Ink cartridge CD 975 A				
17	Ink for copy printer Ricoh gestetnor CPI 7				

18	Ink cartridge Samsung fax machine M-40				
19	canon ink toner cartridge FX 9				
20	Master role CPMT 15				
21	Master role CPMT 16				
22	Pen drive 4 GB Kingston				
23	Pen drive 8 GB Kingston				
24	Pen drive 16 GB Kingston				
25	Pen drive 32 GB Kingston				
26	Print head LQ 2090				
27	Ribbon LQ 1050				
28	Ribbon LQ 2070				
29	Ribbon LQ 300/800				
30	Ribbon LQ 2090/2190				
31	Toner cartridge HP C8543 X				
32	Toner cartridge HP Q 7516A				
33	Toner cartridge HP 436A				
34	Toner cartridge HP3055-Q 2612A				
35	Toner cartridge HP C 8551 A				
36	Toner cartridge HP C 8552 A				
37	Toner cartridge HP C 8553 A				
38	Toner cartridge HP C 8554 A				
39	Toner cartridge HP C 8556 A				

40	Toner cartridge HP C 8561 A				
41	Toner cartridge HP C 8562 A				
42	Toner cartridge HP C 8563 A				
43	Toner cartridge HP C 4092 A				
44	Toner cartridge HP C 7115 A				
45	Toner cartridge HP C 4871 A				
46	Toner cartridge HP C 4872 A				
47	Toner cartridge HP C 4873A				
48	Toner cartridge HP C 4874A				
49	Black print cartridge HP CB 380 A				
50	Cyan print cartridge HP CB 381 A				
51	Yellow print cartridge HP CB 382 A				
52	Magenta print cartridge HP CB 383 A				
53	Photo black HP C9370A				
54	Cyan HP toner cartridge C9371A				
55	Magenta HP toner cartridge C9372A				
56	Yellow HP toner cartridge C9373A				
57	Gray HP toner cartridge C9374A				
58	Matte Black HP toner cartridge C 9403 A				
59	Gray/ Photo black HP toner cartridge C 9380A				
60	Magentta H.P. toner cartridge C 9383 A				

61	Matte Black/ Yellow HP toner cartridge C 9384 A				
----	---	--	--	--	--

62	Black HP toner cartridge CB 384 A				
63	Cyan HP toner cartridge CB 385 A				
64	Yellow HP toner cartridge CB 386 A				
65	Magentta HP toner cartridge CB 387 A				
66	Samsung toner cartridge MLT 209 S				
67	HP ink cartridge CD 972A				
68	HP ink cartridge CD 973A				
69	HP ink cartridge CD 974A				
70	HP ink cartridge CD 975A				
71	Lipi printer cartridge tally T 6606/ <b>6601</b> /6615				
72	Fuser kit HP laserJet Pro M202 dn Printer.				
73	HP Colour Laster jet Q6460A				
74	HP Colour Laster jet Q6461A				
75	HP Colour Lasterjet Q6462A				
76	HP Colour Lasterjet Q6463A				
77	HP Colour Lasterjet Q 3960A				
78	HP Colour Lasterjet Q 3961A				
79	HP Colour Lasterjet Q 3962A				
80	HP Colour Lasterjet Q3963 A				
81	HP toner cartridge 278 A				
82	HP Image drum CB 385A (Cyan)				
83	HP Image drum CB 386A (Yellow)				
84	HP Image drum CB 387A (Magenta)				
85	HP toner cartridge C 8550 A				
86	HP toner cartridge C 8555 A				
87	HP Image drum C 8561 A				

88	HP Image drum C 8562 A				
89	HP Image drum C 8563 A				
90	HP Image drum C 8560A				
91	Ink cartridge canon C810				
92.	Ink cartridge canon B810				
93	Hard Disk- 500 GB (external use capacity)				
94	Hard Disk -1 TB/ 2 TB (for external use)				
95	Fuser Kit Hp 1505/1522 Printer				
96	Fuser kit HP 3055 Printer				
97	Fuser kit Samsung SCX4824 FN Printer				
98	Image fuser Kit 110V-CB457A				
99	Image fuser kit 220V- CB458A				
100	Image Transfer Kit CB463A				
101	Roller Kit CB459A				
102	Fuser kit of HP P1606 Dn printer				
103	Fuser kit of canon printer MF4170				
104	Toner Cartridge Canon 331 (black)				
105	Toner Cartridge Canon 331 (Cyan)				
106	Toner Cartridge Canon 331 (Magenta)				
107	Toner Cartridge Canon 331 (Yellow)				
108	Toner Cartridge Canon 337 (337)				
109	Pen drive 4 GB-HP				
110	Pen Drive 8 GB-HP				
111	Pen Drive 16 GB-HP				
112	Pen Drive 32 GB-HP				
113	Pen Drive 4 GB-Scandisk				
114	Pen Drive 8 GB-Scandisk				
115	Pen Drive 16 GB-Scandisk				
116	Pen Drive 32 GB-Scandisk				

**Note:** The bid evaluation would be upon the price which is exclusive of VAT, as applicable from time to time shall be paid extra.

Yours faithfully

(Signature of the Authorized Representative)

Place:

Name of the Signatory\_\_\_\_\_

Date: \_\_/\_\_/

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

\*\*\*