

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION (YASHADA)

RAJBHAWAN COMPLEX, BANER ROAD, PUNE 411007 फोन नं. (020) 25608158 / 25608159

E-BID PAPERS

FOR THE RATE CONTRACT OF SUPPLY OF COMPUTER STATIONERY (TONER & CARTRIDGE) ITEMS THROUGHOUT THE YEAR 2019-2021

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Estimated Bid Cost	Rs. 19,00,000/-
2. Security Deposit	3% of Accepted Bid Cost
3. Earnest Money Deposit (Refundable)	Rs. 55,000/-
4. Cost of Bid Form (Non Refundable)	Rs. 3,300/-
5. Date of e-Bid Form to upload	19/01/2019
6. Period of the e-Bid	19/01/2019 to 25/01/2019
7. Pre-bid Meeting	22/01/2019 At 11.00 a.m.
8. Last Date of Sale of e-Bid form & Submission of e-Bid by the bidder	25/01/2019 Up to 03:00 p.m.
9. Date & Time of Opening of Technical Bid of e-Bid	28/01/2019 at 03.00 p.m.

Brief Summary of Inquiry

Offer should be submitted in 2 envelope system:

- a) Technical Bid Envelop No 1
- b) Price Bid Envelop No 2 (Price Bid form is enclosed as Annexure II – Part -B)

<u>I)</u> <u>GENERAL INSTRUCTIONS</u>

- 1.1 E-Bid are invited for SUPPLY OF COMPUTER STATIONERY ITEMS for the year 2019-2021 from the computer stationary supply agency complying with all the terms conditions prescribed in bid document.
- 1.2 The bid document shall be available from 19/01/2019 to 25/01/2019 on https://mahatenders.gov.in & The bid has view only access on the website of www.yashada.org. The bidder is mandated to submit his bid on https://mahatenders.gov.in during the above specified period.
- 1.3 Last date of receipt of online e-bids is 25/01/2019 up to 03.00 p.m. The e-bids received thereafter shall not be considered. The e-bids received within specified time shall be opened on the 28/01/2019 at 03.00 p.m.
- 1.4 If any technical difficulties arise while filling up e-bid, please contact on toll free No. 1800 3070 2232 at NIC.
- 1.5 The bids received by post /courier/by hand, mail or fax shall not be accepted

1.6 <u>Pre Bid Meeting</u>:

The pre bid meeting shall be held on dated 22/01/2019 at 11:00 am at YASHADA, Pune. Interested bidders shall attend this meeting, Queries raised by prospective bidders would be clarified in the meeting and clarification shall also be uploaded on website of https://mahatenders.gov.in & www.yashada.org in the form of minutes of pre-bid meeting; clarifications made by YASHADA regarding points raised by bidders shall form part of this bid for all purposes. No query thereafter would be entertained, in this regard.

1.7 Validity Period:

The offer of the Contractor shall remain valid for acceptance for a minimum period of 120 days from the date of opening of Price Bid.

PART – A: TECHNICAL PART

1.8 Technical Bid - Envelope No. I

The Technical Bid should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The bid shall be rejected if any price is mentioned in the Technical Bid. The Technical bid must be submitted in an organized and neat manner.

- The online envelope clearly marked as "Technical Bid Envelope No. 1" shall contain the scanned copies of following original documents. These scanned copies must be uploaded to e-bid through technical bid:-
 - 1. Proof regarding submission of Bid fee and EMD online i.e. challan copy needs to be uploaded.
 - 2. Latest License under Shop and Establishment Acts registration.
 - 3. Copy of Goods & Service Tax (GST) registration Certificate.
 - 4. Pan card of the company / firm / bidder.
 - 5. In case of partnership firm upload Partnership Deed with name and address of the partners. In case of company, upload Company Registration Certification, In case of proprietor enclose proof of proprietorship.
 - 6. At least preceding three years' Experience Certificate of Computer Stationery Supply Services from any reputed Govt/ Semi Govt/Private Sector Organisation.
 - 7. Turn Over Certificate from C.A. (Chartered Accountant) for the last three Financial years (2015-16, 2016-17, 2017-2018) Showing minimum turn over not less than Rupees Ten Lakh per year. (As per Annexure- I) (Balance sheet & Income tax returns shall be not considered).
 - 8. Self-declaration regarding firm/agency/company/shop is not blacklisted by any organization and also self-certification regarding no case is pending / registered for any forgery/or criminal matter. (As per Annexure-IA)
 - 9. Dealership or Partner Certificate from HP, Canon , Samsung and Brother and certificate of support regarding (whenever possible online)process of authentication of printer cartridges for their genuineness.
 - 10. Authorization required from OEM / Principal Companies(HP, Canon, Brother and Samsung)
 - 11. Self- Declaration regarding acceptance of Terms & Conditions of the Bid. (As per ANNEXURE I B)
 - 12. Personal and Bank details of the bidders. (As per Annexure-IC)
- The bid received without above documents or any one of the above documents are liable to be rejected. YASHADA shall not accept any document/paper separately.

1.9 PRICE BID - ENVELOPE-II:

The bidder should quote his offer on Annexure II in Online "Commercial Bid Envelope No – II". Bidder should not quote this offer anywhere directly or indirectly. Rates quoted should be inclusive of all Levies, Duties, Transport etc. excluding GST. GST shall be applicable as per applicable rules & binding upon both the bidder and YASHADA. Bidder can quote for any or all of the sub parts (viz Sub Part i,ii,iii and iv) of the schedule of rates. Bidder shall have to quote for all the items in the sub part/s for which bid is being submitted, only such completed bid shall be treated as valid.

1.10 Criteria for L1:

Technically qualified bidders shall be eligible for opening of their price bid (Envelope no. II). Bidder shall have to quote for all the items in the sub part/s for which bid is being submitted, only such completed bid shall be treated as valid. Thereafter sub-part wise L1 from the price bids shall be awarded the contract for that sub-part. For L1 price purpose rates quoted in price bid (Annexure II) Col. No. 4 shall be considered.

1.11 BID FORM FEES:

Bid Fees of Rs.3,300/- (Rupees Three Thousand Three Hundred only) along with the bid should be paid through respective portal online in the software in favor of Director General Yashada Pune.

1.12 EARNEST MONEY:

Earnest money of Rs. 55,000/- (in words Fifty Five Thousand only) along with the bid should be paid online through respective portal in the software to in favor of Director General Yashada Pune.

1.13 Exemption of Bid Fees & EMD:

The Bidders those, have registered under Small-scale & Micro Small-scale Industries are eligible for the exemption from Bid fee & Earnest money Deposit (EMD) & Security deposit as per Govt. of Maharashtra, Industries Dept. GR क्रमांक: २०१४/प्र.क्र.८२/भाग-III/उद्योग -४, दिनांक ०१/१२/२०१६ rule no. 3.1.2.1 and 4.6.

1.14 Costs and Currency:

The offer must be given in Indian Rupees only.

II. GENERAL TERMS AND CONDITIONS

2.1 This bid is for supply of office stationery items as listed in Part B of the bid document. The Agency shall provide the stationery items at rates accepted by Yashada and as per the requirements and specifications provided by Yashada in the purchase order. The agency shall make provisions for adequate stock to service Yashada's requirements. The orders shall be placed from time to time, with the agency, as per Yashada's requirements.

- 2.2 The contract shall be valid for Two years from the date of agreement and the bidder shall be responsible for supply of material at the sanctioned bid rates, till the entire contract period and extension thereof on mutual consent.
- 2.3 YASHADA also reserves right to call fresh rates if successful bidder fails to supply the contracted items during the contract period at bidder's risk and cost, and shall get the work done during remaining period of the contract from third parties. In such cases extra amount of expenditure shall be recovered from bidder's bill amount and security deposit.
- 2.4 The items ordered shall have to be delivered to the Academy's Store free of delivery charges, as per the delivery schedule, which shall be specified in the Purchase Order. The specified delivery period shall be fifteen days from the date of the order. In case of emergency, specific items shall have to be delivered the same day without any additional cost.
- 2.5 No payment shall be made for rejected items, which do not confirm to the specifications stipulated. Such rejected items shall have to be replaced within three working days by the concerned suppliers at their own risk and cost and to the satisfaction of the Academy.
- 2.6 Bills for the items ordered and supplied shall be submitted in two copies only after all the ordered items are supplied. Payment shall be made by RTGS.
- 2.7 All the columns in the Price Bid should be carefully filled. There should not be any conflict in amount in figures and words. In case of any dispute in amount in figures or words, the lowest shall be considered and decision of YASHADA shall be final. Yashada reserves rights to accept bids on per item basis.
- 2.8 Bidder can quote for any or all of the sub parts (viz Sub Part i,ii,iii and iv) of the schedule of rates. Bidder shall have to quote for all the items in the sub part for which bid is being submitted, only such completed bid shall be treated as valid.
- 2.9 Conditional bids shall be rejected.
- 2.10 Bids, which do not fulfill all or any of the above conditions or incomplete in any respect, are liable to be rejected.
- 2.11 The successful bidders should furnish a Security Deposit amounting to 3 % of the cost of accepted bid. This amount of security deposit is to be paid by D.D. drawn in favor of "DIRECTOR GENERAL, YASHADA, PUNE" on any nationalized bank payable at Pune.
- 2.12 Security Deposit of successful bidders shall be refunded without any interest, one month after end of contract period and after ensuring satisfactory fulfillment of contracted orders.
- 2.13 The bidder who is blacklisted by YASHADA/Govt./Non Govt. organizations SHALL NOT participate in the biding process.

- 2.14 Rates Quoted should be exclusive of GST and inclusive of other levies, duties and transportation cost, if any. Appropriate present item wise GST rates should be shown separately item wise and shall be paid as per the GST rates existing at the time of billing. The L1 shall be calculated from rates quoted from column no. '4' of Annexure -II Part B, in price bid i.e. excluding GST (Goods & Service Tax).
- 2.15 All the columns (rates for all items) in the ANNEXURE- II (RATES OF STATIONERY ITEMS) in the bid form should be filled in figures and words in Indian rupee only.
- 2.17 YASHADA shall not bear/compensate the cost of bid by the bidder.
- 2.18 The successful bidder has to execute work as per approved rates during the entire contract period and extension thereof if any.
- 2.19 1. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency.
 - 2. The bidder shall be bound by the details furnished by him / her to YASHADA while submitting the bid or at subsequent stage. In case, any of such documents furnished by him/her is/are 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.
 - 3. It must be understood and agreed that all factors have properly been investigated and considered while submitting the Bid. Lack of understanding of local conditions and terms & conditions outlined above and specified elsewhere in the specification, shall not be entertained as a reason for any adjustment of price / item specifications or for extension of time of completion of the Works under this Contract.
 - 4. The Agency's personnel involved in executing the work should be polite, cordial, positive and efficient, while handling the assigned work and shall ensure proper conduct in Yashada office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work in Yashada.
 - 5. The Agency shall be responsible for all injuries and accidents to its personnel or caused by its personnel to any YASHADA staff while executing work in Yashada premises and the agency shall bear and indemnify Yashada against any resultant costs or compensation required to be paid due to such incident.
 - 6. The agency shall be held responsible for any loss/damage caused by its personnel to the equipment and instruments of the YASHADA. Recovery of such cost of loss/damages shall be made from the dues of the Agency.
- 2.20 OEM certificates submitted by bidders shall be verified from issuing/OEM companies. In case of default or erroneous certificate submission the bidder shall be disqualified & blacklisted.

2.21 Legal Compliances

- The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Act. and GST Act., as amended from time to time.
- 2 The Agreement shall be terminated and the bidder shall be blacklisted in the event of non-performance, deviation any of the terms and conditions of contract.
- 3 Each Bidder unconditionally agrees, understands and accepts that the YASHADA reserves the right to accept or reject any or all Bids at any stage without giving any reason.
- The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), of Rs. 55,000/- (Rupees Fifthly Five Thousand only) and the bid fees of Rs. 3,300/- (Rupees Three Thousand Three Hundred only) in the form of online payment challan failing which the bid shall be rejected out rightly. Scanned copy of online challan to be uploaded in technical bid.
- The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest within 30 days of finalization of the bid.
- Within 10 (Ten) days after receipt of the Letter of Acceptance, the successful Agency shall deposit Security Deposit @ 3% of work cost in the form of Demand draft issued by a nationalized bank drawn in favor of "DIRECTOR GENERAL, YASHADA, PUNE" and execute an agreement. The security deposit shall be refunded only after satisfactory execution and completion of the contract.
- a) The successful bidder shall be required to execute an agreement with YASHADA on stamp paper as per values specified in परिपत्रक क्र.जा.क्र.लेखाशाखा/मु.मु.अ.१५८/२०११-१२, दिनांक ०३/०८/२०११ within the period specified in the award letter. The cost of the stamp duty shall be borne by the successful bidder. If the successful bidder fails to execute agreement within specified period, the EMD and security deposit deposited by such Agency shall stand forfeited without giving any further notice and shall be treated as blacklist bidder.
- b) No interest shall be paid on security deposit and EMD amount.
- In case of breach of any terms and conditions of this bid & agreement, the Security Deposit of the Agency shall be liable to be forfeited and blacklist the agency besides termination of the Agreement.
- 8 The agency shall undertake to provide to YASHADA, the benefits of lower rates offered to other clients/organisation during the currency of the agreement.
- 9 The Director General, YASHADA reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

2.22 Terms of payment and penalties

The bills shall be processed by Procurement Department of YASHADA and on satisfactory completion of order shall be presented to the Accounts Department. The Payment shall be made by means of NEFT/RTGS.

Penalties

In the event of the computer stationary order being placed against successful bidders and the bidders fails to supply the stores within the time limit given or fails to replace any stores rejected. The defaulting bidder shall be penalized ½% per week to the extent of 10% of the cost of goods ordered. If the defaulting bidder fails to pay the penalty the bidder is liable to be blacklisted apart from recovery of the dues by any other means including the security deposit which shall be forfeited.

2.23 Dispute:

Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Academy and the authorized representative of the Agency. The Director General of YADHADA shall be the final authority in resolving such disputes.

1 Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Successful Bidder in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under:

2 Mutual Settlement

All such disputes or differences shall in the first place be referred by the Bidder to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

2.24 Arbitration

- 1 It is a term of this contract that Arbitration to resolve disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- If the successful Bidder is not satisfied with the mutual settlement on any matter in question, disputes or differences, the Bidder may refer to the Director General, YASHADA, Pune in writing to settle such disputes or differences through Arbitration, provided that the demand for Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s), or difference(s) in respect of which the demand has been made, together with counter claims of the YASHADA shall be referred to Arbitrator and other matters shall not be included in the reference.

- The Director General, YASHADA may at his/her option may appoint another person as an Arbitrator. In case, Director General, YASHADA decides to appoint an Arbitrator, then a panel of at least three names shall be sent to the Bidder. Such persons may be working / retired senior officers of the Government of Maharashtra who had not been connected with the work. The Bidder shall suggest minimum two names out of this panel for appointment of Arbitrator. Director General, YASHADA shall appoint any one as an Arbitrator out of the names agreed by the Bidder.
- 4 The arbitration proceedings shall be held at a place decided by the Arbitrator.
- 5 The fees and other charges of the Arbitrator shall be as per the scales fixed by the YASHADA and shall be shared equally between the YASHADA and the Bidder.

2.25 Settlement through Court

It is a term of this contract that the Bidder shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

2.26 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

2.27 TERMINATION OF AGREEMENT:

- (I) During the period of this agreement, the Academy shall have the right to terminate this agreement if it is not satisfied with the performance of the Agency by giving 30 days notice in writing.
- (II) In case the Agency desires to terminate the contract during the period of the agreement, the Agency shall required to give three months prior notice to the YASHADA.
- (III) In case of failure of the agency to provide computer satisfactory service, YASHADA reserves the right to get the computer stationery purchases from any other agency at the risk & cost of the agency, & any additional expenditure towards work done from any other agency shall stand recoverable from the contracted agency & shall be recovered from the unpaid bills and security deposit of the agency. Contract shall be terminated & agency shall be blacklisted.

SUPPLIER'S SIGNATURE & STAMP

Registrar, YASHADA

III. TECHNICAL PART

Number of Printers to be catered to for the year 2019-2021(Approximately)

Serial No	Printer Make	Printer Make	Toner & Cartridge Number	Approximate Printer No in Yashada
1	SAMSUNG	ML-4050N	ML-4550B	1
2	SAMSUNG	XPRESS M2876ND	MLT- D116S	7
3	SAMSUNG	SCX-4828FN	MLT-D2092L	1
4	HP	LASERJET P2055D	05A	1
5	HP	LASERJET CP1525 COLOR	128A	1
6	HP	LASERJET 3030	12A	1
7	HP	LASERJET 9040DN	43X	1
8	HP	LASERJET 500 COLOR 5501	507A	1
9	HP	COLOR LASERJET ENTERPRISE M552	508X	1
10	HP	LASERJET P1606DN	78A	43
11	НР	LASERJET PRO MFP M226DN	83A	2
12	НР	LASERJET ENTERPRISE M506	87A	2
13	HP	LASERJET PRO MFP M128FN	88A	18
14	НР	INK TANK WIRELESS 419	HP GT51 Black Ink Bottle (90CC), HP GT52 Cyan Ink Bottle (70CC), HP GT52 Magenta Ink Bottle (70CC), HP GT52 Yellow Ink Bottle (70CC) & Print heads	1
15	CANON	LBP 9100 CDN	322	1
16	CANON	IMAGECLASS MF4570DW	328	11
17	CANON	IMAGECLASS MF633CDW	CANON 045	1
18	Brother	HL-L2361DN	DR2365/TN2365	3

The quantity may vary as per requirement or new printer acquisition and such actual quantity shall be binding to the successful bidder.

ANNEXURE- I

(To be scanned and uploaded in technical Envelope) (Printed on letter head of the CA/CA Firm)

Turnover Certificate

Name	e of the Company/Firm/Agency:			
Addre	ess of the Company/Firm/Agency:			
name	This is to certify that I have verified the ard above for supply of Computer Stationery, et.			~ .
Sr. No.	Description	2015-16 Rs. (both, in figures and words)	2016-17 Rs (both, in figures and words)	2017-18 Rs (both, in figures and words)
1.	Annual Turnover in respect of supply of Computer Stationery			
Place	:-			
Date	:-	Name	, Address, Signat	ure
		Seal o	f the Chartered A	ccountant

ANNEXURE- I (A) Self-Declaration regarding not being blacklisted

(Printed on letterhead of Bidder, scanned and to be uploaded)

We declare that we are not black-listed by any Central / State Government/ Public Sector Undertaking or any other organization for computer stationery services in India.

We are not involved in any major litigation that may have an impact of affection or compromising the delivery of service as required under this bid.

Yours faithfully,

(Signature of Authorized Person)

Place: ______

Date : ______

Business Address: ______

Seal: ______

ANNEXURE - I (B)

SELF DECLARATIONS

(Printed on letterhead of Bidder, scanned and to be uploaded in technical Envelope)

Declaration as regards acceptance of terms and conditions of contract

1.	I, Son / Daughter / Wife of Shri			
	Proprietor /Director /authorized signa above, is competent to sign this declara	atory of the Company/Firm/Agency mentioned ation and execute this bid document;		
2.	I have carefully read, understood and accepted the terms and conditions mentioned in the bid/Tender and undertake to abide by them;			
3.	The information/documents furnished along with the bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.			
Date:				
Place:	: (Signature of authorized person)		
	F	Full Name:		
	Γ	Designation		
	E	Business Address:		
	_			
	S	Seal		
	L.			

ANNEXURE – I (C)

Personal & Bank Details for RTGS Purpose

Sr .No.	Personal Detail	
1.	NAME OF THE	
	COMPITANT PERSON &	
	AGENCY	
2.	ADDRESS OF THE	
	AGENCY	
3.	CONTACT DETAILS	
		1) LANDLINE NO.
		2) MOBILE NO.
		2) WOBILE NO.
		3) E-mail ID
5.	PAN NO.	
<i>J</i> .	TANTO.	
6.	GST NO. –	
0.		
Bank Detai	ls –	L
1.	NAME OF THE AGENCY	
	FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE	
	BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

Name: -

Designation: -

$\label{eq:annexure-II} \textbf{PART} - \textbf{B} : \textbf{COMMERCIAL PART} : \textbf{SCHEDULE OF RATES}$

PRICE BID- ENVELOPE NO-02

	NAME & DESCRIPTION OF THE ITEM	Toner & Cartridge Number	Rate Per Item in Rupees.(Inclusive of all duties, levies and transportation etc. excluding GST)in Figures	GST Per Item In Rupees	Total Rupees in figure	Total Rupees in Words
1	2	3	4	5	6	7
	1	Sub Part (i) Samsung	g Printers Details	T		
1	ML-4050N	ML-4550B				
2	XPRESS M2876ND	MLT- D116S				
3	SCX-4828FN	MLT-D2092L				
		Sub Part (ii) HP P	rinters Details	T		
4	LASERJET P2055D	05A				
5	LASERJET CP1525 COLOR	128A				
6	LASERJET 3030	12A				
7	LASERJET 9040DN	43X				
8	LASERJET 500 COLOR 5501	507A				
9	COLOR LASERJET ENTERPRISE M552	508X				
10	LASERJET P1606DN	78A				
11	LASERJET PRO MFP M226DN	83A				
12	LASERJET ENTERPRISE M506	87A				
13	LASERJET PRO MFP M128FN	88A				
14	INK TANK WIRELESS 419	HP GT51 Black Ink Bottle (90CC), HP GT52 Cyan Ink Bottle (70CC), HP GT52 Magenta Ink Bottle (70CC), HP GT52 Yellow Ink Bottle (70CC) & Print heads				
Sub Part (iii) Canon Printers Details						
15	LBP 9100 CDN	322				
16	IMAGECLASS MF4570DW	328				
17	IMAGECLASS MF633CDW	CANON 045				
Sub Part (iv) Brother Printers Details						
18	HL-L2361DN	DR2365 and TN2365				

Note: Bidder can quote for any or all of the sub parts (viz Sub Part i,ii,iii and iv) of the schedule of rates. Bidder shall have to quote for all the items in the sub part for which bid is being submitted, only such completed bid shall be treated as valid.

01 I have read, understood & accepted the all bid terms and conditions mentioned in bid document and I agree to abide by all these provision & conditions.

Date :	(Name & signature of the authorized person) Stamp of the Firm:		
Place:			
Sd/-	Sd/-	Sd/-	
(Head Procurement)	(Registrar)	(Financial Advisor)	