



PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY

**TENDER DOCUMENT
FOR
SUPPLY OF TONERS / CARTRIDGES ON
RATE CONTRACT BASIS**

**Pension Fund Regulatory and Development Authority
B-14/A, Chatrapati Shivaji Bhawan,
Qutab Institutional Area, Katwaria Sarai,
New Delhi 110016
E-mail: Sanjeev.i@pfrda.org.in
Website: www.pfrda.org.in**

PENSION FUND REGULATORY AND DEVELOPMENT AUTHORITY

To,

All Prospective Bidders.

Subject: Notice Inviting Tender for bid for supplying Toners / Cartridges to PFRDA on Rate Contract Basis – Reg.

PFRDA invites sealed quotations from competent & reputed manufacturers / authorised distributors for supplying Toners / Cartridges on rate contract basis. Technical and Financial bids are required to be submitted in separate sealed covers addressed to the

**Deputy General Manager-IT,
Pension Fund Regulatory and Development Authority,
B-14/A, Chatrapati Shivaji Bhawan,
Qutab Institutional Area, Katwaria Sarai,
New Delhi 110016**

so as to reach us on or before 16.08.2019 **up to 15:00 Hrs**, duly super scribing the work i.e., “Technical Bid for supplying Toners / Cartridges to PFRDA on rate contract basis” and “Financial Bid for supplying Toners / Cartridges to PFRDA on rate contract basis” on top of the cover. Technical Bid will be opened on 16.08.2019 **at 15:30 Hrs**. Tenderers should read the tender document carefully and comply strictly with the terms and conditions before sending their bids.

(Sanjeev Kumar Jha)
Deputy General Manager-IT,
PFRDA

1. Introduction

The Pension Fund Regulatory & Development Authority (PFRDA) Act was passed on 19th September, 2013 and the same was notified on 1st February, 2014. PFRDA is regulating NPS, subscribed by employees of Govt. of India, State Governments and by employees of private institutions/organizations & unorganized sectors.

2. Objective

- Original Cartridge for printing for day to day printing activities.

3. Scope of Work

To provide Cartridge for PFRDA Office:

- Supplying of Original Cartridge for PFRDA on regular basis.
- Cartridge should be supplied on rate contract basis for period of one (1) year.
- Provide required number of Cartridge and buffer.
- Recycled/refilled cartridges will not be accepted.
- The purchase shall be staggered depending upon the requirement in the one (1) year period.
- Delivering Toner/Cartridge at PFRDA.

4. Eligibility Criteria

S. No	Particulars	Required Document
1.	Registered Company/Organisation/Firm/LLP	Registration Document indicating the legal status (Company / partnership firm / proprietorship firm)
2.	The turnover of the bidder shall not be less than Rs.5 Lakh / per annum during each of the last three years (2016-17, 2017-18, 2018-19).	CA Certified Copy
3.	At least one OEM Authorisation (HP/Samsung/Canon/Sharp)	Authorised Sales/ Service /Distribution certificate/Letter from the principal manufacturers For respective product. (HP/Samsung/Canon/Sharp)
4.	The supplier should have at least two (02) years of continuous	One work order with two years of continuous supply of toners /

	experience in supplying toner / cartridges to a Government / Autonomous Body / PSU organisation.	cartridges to the same agency.
5.	The supplier should be located in Delhi / NCR or one of the office in Delhi / NCR and also should submit self-attested copy of PAN and GST Details or Telephone Bill.	Local Address Detail with Copies of Address Proof, PAN and GST or telephone bill.
6.	Have not been blacklisted by the Departments. /Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/. Declaration has to be given in the prescribed format.	As per the format given in Annexure-III
7.	EMD of Rs.10000/-	DD/Exemption in case of NSIC / MSME Certificate.

Note: It is mentioned that above conditions have been imposed to purchase original and genuine products only from competent and authorized firms.

In case any firm fails to comply with the above conditions, Pension Fund Regulatory and Development Authority reserves rights to cancel firms bid/contract at any stage without assigning any reason what so ever it may be.

5. Bid Security / Earnest Money Deposit (EMD)

- a) EMD of **Rs. 10,000/-** (Rupees Ten Thousand only) in the form of demand draft / banker's cheque from any of the scheduled banks drawn in favour of "**Pension Fund Regulatory and Development Authority**" payable at New Delhi shall accompany the Technical Bid.
- b) A bid received without Bid Security (EMD) shall be rejected as non-responsive.
- c) The Bid Security of unsuccessful bidders will be returned to them after finalisation and award of the contract without any interest.
- d) The Bid Security may be forfeited:

- i) If a bidder withdraws his bid during the period of bid validity specified in the bid document
- ii) In the case of successful bidder, if the bidder fails to sign the contract or furnish the Performance Security within the time specified in the document.

6. Tender Fee

The tender document can be downloaded from the website of PFRDA.
No tender fee for the application.

7. Performance Security Deposit (PSD)

- a) Within a week days of receipt of work order, the successful firm shall furnish the Performance Security of **10% of the Contract Value** to ensure quality of the toner / cartridge supplied. If duplicate / not genuine cartridge found, cost of cartridge paid will be recovered.
- b) PSD shall be in the form of demand draft / Bank Guarantee payable to PFRDA at New Delhi.
- c) PSD should remain valid for a period of ninety days beyond the date of completion of all contractual obligations by the supplier including warranty obligation, If any. EMD will be refunded to the successful bidder on receipt of Performance Security.
- d) PSD will be released after all contractual obligations by the supplier are over. This can be withheld or forfeited in full or in part in case the supply order is not executed satisfactorily within the stipulated period.

8. Mode of submission of tenders and last date

Tender must be submitted in duly sealed envelope and in two parts separately, i.e.,

- 1. "Technical Bid (Part-A) and
- 2. Price Bid (Part-B).

Both the parts should be further sealed in a bigger envelope which must be duly super-scribed in capital letters "**TENDER ENQUIRY FOR SUPPLY OF TONER / CARTRIDGES ON RATE CONTRACT BASIS**". Tender if submitted in person should be dropped in the tender box kept at the reception and should not be handed over to any employee of PFRDA. The sealed offer should be sent to the Deputy General Manager-IT **Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai, New Delhi 110016 so as to reach on or before 16.08.2019 by 15:00 Hrs.**

PFRDA shall not be responsible for delayed / late submission / received late by Post / Courier etc. resulting in disqualification / rejection of any bid on the grounds that the tender had not reached PFRDA on or before the due date and time. **Tender sent by Fax / Email will not be accepted.**

9. Signing of the bids

- a. The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- b. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorised signatory may be attached.
- c. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

10. Period of validity of bid

The bid shall remain valid and open for acceptance for a period of **120 days** from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Institute as non-responsive.

11. Rejection of incomplete and conditional tenders

The Incomplete and conditional tenders will be rejected by PFRDA.

12. No withdrawal after submission of bids:

No bidders will be allowed to withdraw their bid after submission of bids / opening of the tender; otherwise the EMD submitted by the bidder is liable to be forfeited.

13. Non-acceptance of the tenders received after the last date and time:

Tenders received after the closing date and time prescribed in the tender enquiry shall NOT be accepted / considered under any circumstances.

14. Rates / Prices:

- a. The rates should be quoted in Indian Rupees only in words as well as in figures. GST as applicable should be quoted separately. If these levies are included in the price quoted without giving the break up details, such bids will summarily be rejected.
- b. Rates should be valid for **one year**. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons / causes will be entertained during the period of contract.

- c. If there is any downward revision or decreasing in prices or taxes, the firm will intimate PFRDA regarding change in prices and pass on the benefit to the PFRDA, failing which the rate contract may be cancelled.
- d. Rate should be quoted including delivery at PFRDA, New Delhi.

15. Penalty:

- a. It will be the responsibility of the Bidder to supply the item in accordance with supply order within stipulated time frame, otherwise, the Institute may impose penalty.
- b. If the Bidder stops the supply without completing the rate contract, the Authority may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.
- c. In case, the firm fails to supply the required quantity within the 2 days from the receipt of supply order, penalty of **5%** for each day delay of total value of supply order.

16. Settlement of dispute

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights duties or liability of the parties shall be referred to the courts located in New Delhi.

17. Purchaser's Rights

- a. PFRDA reserves the right to accept / reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
- b. PFRDA reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
- c. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD / PSD shall be forfeited.
- d. All the items mentioned in the list should be genuine and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned / replaced and the PFRDA will not be responsible for any loss to the concerned supplier for such supply.
- e. If the supplier is not able to supply the original items, appropriate action may be taken against the firm i.e., Imposition of penalty, cancellation of rate contract or forfeiture of PSD with the contract including blacklisting the firm. The firm will also be liable for any damage caused to the printer / equipment by spurious toner cartridge supplied.
- f. If the services of the firm are found unsatisfactory or it is not able to supply the goods within specified timeframe, the job will be entrusted to any other firm / supplier at the risk of defaulting supplier.

18. Basis of awarding the contract

- a. The contract shall ordinarily be awarded to the lowest evaluated bidder. Whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the tender terms and conditions.
- b. **PFRDA reserves the right to award the rate contract to more than one firm on the basis of lowest rates.**

19. Delivery

In case, the firm fails to supply the required quantity within the specified period from the receipt of supply order, the material will be procured from other sources and the difference of cost, if any, will be recovered from PSD or charging penalty by issuing notice. Necessary action for blacklisting the firm may also be taken.

20. Guarantee / Warrantee

The guarantee / warrantee given on toner / cartridges by the OEM will be run by the firm / Supplier.

21. Mode of Payment

Payment against Invoice shall be released within 30 days only after receipt, inspection and observance of satisfactory performance of the item. Payment will be made direct to the supplier by online transfer of payment to Bank only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

22. Agreement

- a. The successful bidder shall sign the Agreement in accordance with form of Agreement given at Annexure-IV and submit the same to the Deputy General Manager-IT **Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai, New Delhi 110016** within 15 days of the receipt of notification of award.
- b. The Authority shall return the draft duly approved within ten days from its receipt and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within a week from the receipt of the approved draft.

23. General / others

- a) The bidder will be bound by the details furnished by him / her to the PFRDA, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- b) In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

- c) All taxes and levies will be paid by the supplier / bidder only. No other charges such as Octroi, packing, forwarding, freight, insurance, loading and unloading, entry tax etc., will be allowed. All these are to be borne by the tenderer only.
- d) In emergency situations, the firm should be in a position to supply cartridges & Drums on very short notice request made over telephone...
- e) In normal circumstances the cartridges & drums should be delivered In this Ministry within 2 days from receipt of the job order.
- f) The firms must supply its address and telephone Nos. (Office as well as residence) and also mobile phone numbers so as to contact the firm in emergency, if required. The firm should be able to provide toner cartridges
- g) on holidays/Sundays and beyond office hours also.
- h) The firm will ensure that the toner cartridges supplied to this Ministry are genuine and contains 3D hologram of the manufacturer. The firm will be held
- i) Responsible in case of deficiency in the quality of the product and performance security is liable to be forfeited if the toner supplied by the firm
- j) is found to be spurious/fake/refilled.
- k) The firm will be liable for any damage caused to the printer/equipment by spurious/fake toner/cartridge/drum supplied.
- l) The rates will remain valid for a period of one year from the date of award of contract.
- m) The goods shall be supplied in original packing from the manufacturer clearly indicating item's Serial No, date, expiry date, price, etc.
- n) Replacement under warranty clause shall be made by the successful bidder, at site, free of all charges.
- o) Prices charged by the successful bidder for the goods delivered under the contract shall not be higher than prices quoted in his bid.
- p) Delay by supplier in the performance of its delivery obligations shall render.
- q) The supplier liable to any or all the sanctions, forfeiture of its performance security, imposition of liquidated damages and/ or termination of the contract for default. The contract awarded shall be terminated if the firm indulges in any unfair activities, misrepresentation of facts, submission of improper/forged/fake documents/toners/cartridges/drums. In such a case the firm will be liable to be banned and the performance security will be forfeited.

24. Relaxation

Relaxations will be given (whether Micro & Small Enterprises or otherwise) as per GoI Policy.

ANNEXURE- I
TECHNICAL BID

1. Name of the bidder:
2. Communication Address of the bidder:
3. Contact details of the bidder:
 - a) Tel. No. with STD (O) _____ (FAX) _____
(R) _____
 - b) Mobile No. _____
 - c) E-mail ID _____
4. Name of the Proprietor / Partner / Director of the firm / agency:
5. Bidder's bank and its address and his Current Account No.:
6. Registration and incorporation particulars of the bidder indicating legal status such as company, partnership, proprietorship firm etc. (Please attach relevant documents / certificate):
7. GST registration details (Please attach relevant documents / certificate):
8. PAN Number (Please attach relevant documents certificate)
9. Copies of Income Tax Returns filed for the last three years should be attached:
10. Copies of Audited Profit & Loss A/c & Balance Sheet for the last three years should be attached:
11. Proof of experience in supplying toner / cartridges to at least one Deptt. / Ministry of Govt. of India / Govt. of Delhi / PSU in last three years:
12. Declaration regarding blacklisting or otherwise by the Govt. Deptt. / PSU:
13. The tender document (all pages) duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed:
14. Any other information / document please specify:

NB.: Bidders to ensure that all:

- a) pages have been signed and stamped by the authorised person (s).
- b) pages have been numbered.
- c) documents are legible (clearly readable)

I / we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

Name & Address of the firm:

(Signature of Authorised Signatory & Seal of the firm)

Date

**ANNEXURE-II
FINANCIAL BID**

From

To

Deputy General Manager-IT
Pension Fund Regulatory and Development Authority,
B-14/A, Chatrapati Shivaji Bhawan,
Qutab Institutional Area,
Katwaria Sarai, New Delhi 110016

Sir,

I / we have gone through the tender document, understood it fully and declare that I / we shall abide by the terms and conditions mentioned therein for supply of the items required.

S.No.	Printer's detail	Cartridge No.	Rate per item (Rs.)	Taxes (Rs.), if any	Total (Rs. In figure)

ANNEXURE III

UNDERTAKING

(TO BE SUBMITTED WITH TECHNICAL BID)

It is certified that my firm / agency / company has never been black listed by any of the Department / Autonomous Institutions / Ministry of Govt. Of India / PSU or any reputed organisation and no criminal case is pending against the said firm / agency as on

_____.

(Authorised Signatory)

Name of the authorised person _____

Name of the firm _____

Address of the firm _____

Contact No. _____

E-mail id _____

Seal of the firm:

SL NO.	MODEL/ BRAND	PRINTERS QTY	COLOR/BLACK	COLOR TONERS	1 YEAR CARTRIDGES REQUIRMENT
1	CANON IMAGE CLASS633 (ALL IN ONE)	3	COLOR	ALL 4 COLOR SET	9
2	HP LASERJET PRO MFP M177fw (ALL IN ONE)	2	COLOR	ALL 4 COLOR SET	6
3	HP M254 COLORLASERJET	1	COLOR	ALL 4 COLOR SET	3
4	SAMSUNG ML 365W	2	COLOR	ALL 4 COLOR SET	6
5	COLOR LASERJET PRO CM1415N MFP (ALL IN ONE)	1	COLOR	ALL 4 COLOR SET	3
6	HP LASERJET P1007	18	BLACK	88A	110
7	HP LASERJET P1106	3	BLACK		
8	HP LASERJET PRO P1108	1	BLACK		
9	HP LASERJET 1505	1	BLACK	36A	6
10	HP LASERJET P1010	2	BLACK	12A	35
11	HP LASERJET P1020	1	BLACK		
12	HP LASERJET 1018	2	BLACK		
13	HP LASERJET M1319FMFP (ALL IN ONE)	2	BLACK		
14	SAMSUNG ML2161	15	BLACK	101s	114
15	SAMSUNG ML1866	4	BLACK		
16	SAMSUNG ML3710ND	12	BLACK	205S	60
17	HP LASERJET 1536DNF MFP (ALL IN ONE)	1	BLACK	78A	6
18	SHARP AR5618 PHOTOCOPIER	2	BLACK	MX-235AT	8
19	SHARP MX452N PHOTOCOPIER	1	BLACK	MX-500AT	4
20	CANON IR 4225 PHOTOCOPIER	1	BLACK	CANON NPG 57	4
21	CANON IR 2530 PHOTOCOPIER	1	BLACK	CANON NPG 51	4
	Total	76			358

Yearly Usage Report for Reference

ANNEXURE-IV

SPECIMEN AGREEMENT

To be executed at the time of entering into agreement before placing order. Each page of this form shall be signed by the bidder for acknowledging that he / she has seen the terms and conditions of the agreement.

AGREEMENT

This AGREEMENT made on this _____ day of _____ Between Deputy General Manager-IT, Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai, New Delhi 110016 (hereinafter referred to as PFRDA).

And

M/s. _____ at

_____ (hereinafter referred to as Supplier) on the other part.

For

Supply of required items in conformity with the requirements & specifications. Now this indenture witness that in consideration of the promise, it is mutually agreed and declared between parties hereto as follows.

I. WHEREAS PFRDA invited bids through open tender, vide Notice Inviting Tender No. _____ Dated _____ for "Supplying Toners / Cartridges to PFRDA on rate contract basis".

II. AND WHEREAS the supplier submitted his bid vide in accordance with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the Toners / Cartridges to PFRDA.

III. AND WHEREAS PFRDA has selected M/s. _____ as the successful bidder ("the Supplier") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance / Supply Order No. _____ to the Supplier on _____ for a total sum of Rs. _____ [Rupees _____ only].

IV. AND WHEREAS PFRDA desires that the Toners / Cartridges (as defined in the Bid Document) be provided, performed, executed and completed by the Supplier, and wishes to appoint the Supplier for providing Toners / Cartridges for Printers.

V. AND WHEREAS the Supplier acknowledges that PFRDA shall enter into contracts with other Suppliers / parties for the providing Toners / Cartridges for its office in cases

the Supplier falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. AND WHEREAS the terms and conditions of this contract have been fully agreed on between PFRDA and the Supplier as parties of competent capacity and equal standing.

VII. AND WHEREAS the Supplier has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Toners / Cartridges to PFRDA, failing which the Contract is liable to be terminated at any time, without assigning any reasons by PFRDA.

VIII. SUPPLY OF GOODS:

(I) AND WHEREAS the delivery of the items / material mentioned in Doc 2 is required within 10 days of issue of the purchase order.

(ii) AND WHEREAS in case of default, for non-supply of goods within stipulated period a penalty of upto 5% of the value of the order can be imposed.

(iii) AND WHEREAS the delivery of the material will be made at Pension Fund Regulatory and Development Authority, B-14/A, Chatrapati Shivaji Bhawan, Qutab Institutional Area, Katwaria Sarai, New Delhi 110016.

IX. AND WHEREAS the payment is normally made within 30 days from the date of submission of the bill after full supply is received against the Purchase Order and accepted as per approved specifications.

X. AND WHEREAS all goods shall be received subject to approval on inspection. Rejected items shall be removed by the Supplier at his own cost and risk, within 10 days of issue of notice for the removal of such goods and no liability whatsoever, on PFRDA shall be attached for the rejected / disapproved goods / items / stores.

XI. AND WHEREAS PFRDA reserves the right to accept the whole or any part of the quotation (s) or portion of the quantity offered and successful tenderer shall supply the same at the rate quoted.

XII. AND WHEREAS if the Supplier fails to supply the material after awarding of the contract, PFRDA shall be at liberty to forfeit his Performance Security.

XIII. AND WHEREAS in case of any dispute of differences, the same shall be settled by reference to the courts in New Delhi.

XIV. AND WHEREAS in case of any dispute arising out of the business or interpretation of any clause of the document, the Court at Delhi alone shall have the jurisdiction to try and decide.

XV. AND WHEREAS in case of goods supplied found to be of inferior quality or not according to the approved sample, PFRDA has the right to reject the goods. No payment shall be made against such rejections.

XVI. AND WHEREAS the quantity of supply may vary.

XVII. AND WHEREAS the annual rate contract will be valid upto _____ . 19

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

(Authorised Signatory)
Signed on behalf of Supplier
PFRDA

Witness:

- 1.
- 2.

(Authorised Signatory)
Signed on behalf of