# Tender for Annual Rate Contract for supply of toners/cartridges for Printers, Photocopiers and Fax to the Embassy of India, Kathmandu

## LIST OF DOCUMENTS IN THE TENDER FORM

S. No.	Items	Page No.
i.	Index and important dates	1
ii.	Application Form	2-3
iii.	Notice Inviting Tender	4
iv.	Scope of work	5
V.	Instructions to bidders and Terms & Conditions	6-10
vi.	General Terms & Conditions	11
vii.	Declaration by the Bidder	12
viii.	Performa for Financial Bid	13-17

# Important dates relating to the tender are as follows:

S. No.	Particulars	Date
i.	Bid Document Download start date	10.01.2018 (1730 hrs)
ii.	Clarification Start Date	11.01.2018 (1030 hrs)
iii.	Clarification End Date	31.01.2018 (1730 hrs)
iv.	Bid Submission Start Date	11.01.2018 (1030 hrs)
V.	Bid Submission End Date	31.01.2018 (1730 hrs)
vi.	Technical Bids Opening Date	01.02.2018 (1130 hrs)
vii.	Financial Bid Opening Date	Will be decided

# APPLICATION LETTER (Specimen)

То

Head of Chancery Embassy of India Kapurdhara Marg, Kathmandu, Nepal

**Subject:** Annual Rate Contract for supply of toners/cartridges for Printers, Photocopiers and Fax to the Embassy of India, Kathmandu

Dear Sir,

In response to your Tender Notice No. Kat/Adm/881/0/16-I dated Jfanuary 10, 2019 for the above mentioned contract, I/We, a Private/Public Ltd Company / Partnership / Sole Proprietor submit the bids with the following particulars:

S. No.	Description	Particulars
1	Name of the Firm	
2	Year of establishment	
3	Registration No with a copy of registration certificate	
4	Registered Postal Address	
5	<ul><li>(a) Telephone No. (office)</li><li>(b) email</li><li>(c) Mobile No.</li><li>(d) Website address, if any</li></ul>	
6	Address of branches , if any	
7	Name and address of proprietor /executive director of the company (a) Mobile No. (b) email	
8	<ul><li>(a) Name &amp; designation of authorized signatory</li><li>(b) Address for communication</li><li>(c) Contact details (Mobile, email etc)</li></ul>	
9	Annual Turnover for last three financial years	

(i)		
(ii)		
(iii)		
10	List of major clients with satisfaction certificate	
(i)		
(ii)		
(iii)		
(iv)		
(v)		
10	Any other information or document which may help in assessing bidder's abilities	

Having acquired the requisite information related to the subject work after site inspection and examining the form of contract, nature, quantum of work as affecting the tender invited by on behalf of the Embassy of India, Kathmandu; I/We, the undersigned hereby offer for 'Annual Rate Contract for supply of toners/cartridges for Printers, Photocopiers and Fax to the Embassy of India, Kathmandu', strictly in accordance with the terms and conditions as indicated by you in the said document. I/We have read the tender conditions thoroughly and agree to them.

Than	kina	VOL
HIII	KIIIG	you,

Yours faithfully

(Bidder's name & signature with stamp)

#### Embassy of India Kathmandu

#### **NOTICE INVITING BIDS**

Embassy of India invites sealed quotations from registered suppliers/agencies in order to sign a rate contract for supply of toners/cartridges for printers, photocopiers, fax etc as per attached list to the Embassy of India, Kathmandu. The contract shall be initially for a period of one year, extendable on year to year basis for another two years on same terms, conditions; rates and subject to mutual consent.

- 2. Sealed quotations addressed to "Head of Chancery" may be sent by post or delivered by hand on or before January 31, 2019 up to 1730 hrs. Related documents are available on our website <a href="www.indembkathmandu.gov.in">www.indembkathmandu.gov.in</a> and <a href="www.eprocure.gov.in">www.eprocure.gov.in</a>. Details can also be collected from Attache(Estt & Proj), Tel 01-4411851.
- 3. The quotation shall remain valid for 120 days from the date of opening of Technical Bid. Any future clarification and /or corrigendum(s) shall be communicated through 'Tender Notice' section on the Embassy website <a href="https://www.indembkathmandu.gov.in">www.indembkathmandu.gov.in</a>
- 4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason thereto.

Kat/Adm/881/06/16-I dated January 10, 2019

Sd/-Head of Chancery

### **Scope of work:**

Annual Rate Contract for supply of toners/cartridges for printers, photocopiers, fax etc as per attached list (Annexure - I) to the Embassy of India, Kathmandu for a period of one year, extendable on year to year basis for another two years on same terms, conditions, rates and subject to mutual consent.

#### **INSTRUCTIONS TO TENDERER**

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Envelope of Part-I should be superscribed as "Technical Bid for Annual Rate Contract for supply of toners/cartridges of printers, photocopiers and fax etc to the Embassy of India, Kathmandu" and Envelope of Part- II should be superscribed as "Financial Bid for Annual Rate Contract for supply of toners/cartridges of printers, photocopiers and fax etc to the Embassy of India, Kathmandu"

#### 1. Eligibility Criteria:

SI	Particulars	Details
1	Experience	(a) The company/contractor should have minimum three years'
		experience in the field.
		(b) Preference will be given to those company/contractor which
		has experience in working with Diplomatic Missions/Govt.
		Departments/ reputed Hotels/private organization etc. Satisfaction
		certificates from such organizations are essential.
2	Registration	The company/contractor should have a valid Registration Number
	No.	either in India and/or Nepal. Copy of the same must be attached
		with the Technical Bid.
3	Turnover	The contractor should have a minimum turnover of NRs. 10 lakh
		per year or equivalent in Indian Rupees during the last three
		financial year.
4	VAT	Certificate that company/contractor pays VAT regularly and their
		VAT dues are cleared either in India and/or Nepal for the last
		financial year.
5	Declaration	The bidder shall give a declaration that it is not blacklisted by any
	for non	of the government organizations in Nepal or in India.
	blacklisted	
	company	

**NOTE:** Unprecedented situation: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractor which scores more evaluation marks in the technical bids.

#### 2. Local Conditions:

It shall be the responsibility on part of each tenderer to fully informed/acquainted/familiarized itself with local conditions and factors, which may

have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

#### 3. Validity of bids:

- 3.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer should have no objection to extend it, if required by the Embassy.
- 3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

#### 4. Payment Terms & Conditions:

The payment shall be released to the contractor after successful supply of the product at the site and submission of tax invoice, after ensuring desired quality and specifications of the articles. Payments to the supplier will be made within a reasonable period through cross cheque. No advance payment shall be made to the agency.

#### 5. Contract Period:

The contract shall be valid for a period of one year which can be extended on year to year basis for another two years on same terms, conditions, rates and subject to mutual consent. The rates shall be valid throughout the contract period.

#### **6.** Tender Preparation Expenses:

All costs incurred by the contractors in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the contractors themselves and in no case will be reimbursable by the Embassy.

**7. Guarantee:** The contractor shall furnish guarantee for genuineness of the product i.e. the product supplied should be of original make only. In case, any substandard article is supplied, the Embassy shall reserves the right to withhold all the payments due to the contractor and may debar him/her from any future business with the Embassy.

#### 8. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes/duties, transportation, installation and other charges, if any as per the attached BOQ

(Annexure - I) with complete description failing which the same shall be liable for rejection.

NB: If any of the conditions mentioned in the tender inquiry document are altered/changed/ modified / add any new condition, which are not compliance with tender inquiry document, by tenderer in their proposal, it may be treated as unresponsive and it may be rejected.

#### 9. Tender Evaluation:

- 9.1 The Embassy will evaluate the entire tenders, strictly on the basis of the predetermined inclusion/exclusion criteria, terms & conditions of the tender and terms & conditions as stipulated by the tenderer(s) in their tenders. During evaluation / scrutiny of the tenders, at any stage, if it is found that any of the tenderer(s)' terms and conditions are not in compliance with tender inquiry document, Embassy may seek the clarification within the specified target time and if the tenderer fails to reply/or not agree/ accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.
- 9.2 Financial Bid of only those bidders' shall be opened who qualify in technical bid evaluation stage.
- 9.3 If the schedule of requirements contains more than one schedule, then offers for each schedule are to be evaluated and ranked separately, if it is in the benefit of the Embassy, order may be awarded accordingly.

# 9.4 The Financial Bid shall be evaluated on the basis of unit price quoted by all contractors.

9.5 The Embassy reserves the right to reject any or all bids without assigning any reason thereof.

#### 10. Award of Contract:

After due evaluation of the financial bid(s), the Embassy will award the contract (s) to the lowest evaluated responsive tenderer (s).

#### 11. Delivery and completion period:

Time is essence for any contract. The Contractor shall ensure delivery of the articles within 2 working days from the day of receiving purchase order on mail/telephone. In exigencies but not in usual practice, the delivery time can be relaxed upto one week. It shall be the sole responsibility of the contractor to deliver the product within stipulated time period. Regular non compliance of time schedule may endanger the contract and invite penalty.

#### 12. Supplier's Obligations:

12.1 The suppliers shall ensure that stock of allocated toners/cartridges are available with them are supplied on demand within 2 days of the order.

12.2 The suppliers shall also ensure quality of the products. They will also ensure that original make products only are supplied.

#### 13. Penalty:

During the contract period, if the contractor fails to supply products under his/her contract on more than three occasions; the Embassy reserves the right to withhold all payments due to him/her and debar from any future business with the Embassy. This is also applicable in case if substandard quality products or spurious/duplicate articles are supplied.

#### **14.** Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

#### 15. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

#### **16.** Jurisdiction:

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

#### 17. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4411851 and email id: estt.kathmandu@mea.gov.in).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time to take the amendment into account and preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

#### **General Terms & Conditions**

- 1. The tenderer/bidder is bound by all terms and conditions of this Tender and any violation may invite forteiture of his contract.
- 2. No conditional tenders shall be accepted.
- 3. Embassy of India, Kathmandu reserves the right to relax, modify any or all tender conditions.
- 4. There is no fee to apply for the tender. However, only serious and eligible agencies are welcome.
- 5. Each bidder shall submit only one bid.
- 6. Telex or Facsimile bids are not acceptable. Bids received late including postal delay in open condition not meeting the tender conditions/incomplete in any respect are liable to be rejected.
- 7. The bidder shall furnish a list of companies, organization including foreign companies in Nepal, Diplomatic Missions and reputed hotels with whom they have a professional relationship such as for supply of toners/cartridges.
- 8. The contractor shall not further sub-contract, the whole or any part of the contract, under any circumstances to a third party.
- 9. The contractor shall be solely responsible for any damage/loss of equipment, caused by the contractor or any of its representatives during execution of contract. The Embassy shall not be liable to compensate on this account.
- 10. It is the responsibility of the contractor to ensure that all local laws and regulations are followed.
- 11. It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- 12. Bidders are advised to visit the site and ascertain the requirement before submitting their bids. No variation in amount or any other conditions would be entertained post submission of the bids.
- 13. All bidders shall submit all tender documents with their signature and company's stamp along with the technical bid. In financial bid, there should be only rates of the items as per BOQ.
- 14. The rates should be inclusive of all taxes/duties and transportation charges. The agency shall deliver the product at the site of the Embassy and no extra charges shall be paid on account of delivery charges.
- 15. Successful bidders will be required to supply items in Embassy premises on credit and purely 'on need' basis without any guarantee for any minimum quantiity. Hence, Embassy shall not be liable to procure any or all items/services included in list.
- 16. The Embassy shall try to order in bulk. However, the contractor shall have no objection to deliver a single item on order.
- 17. The contract will be bifurcated in case no bidding firm quotes lowest rates for all the items.
- 18. The rates agreed upon should be valid for the duration of the contract. During the period of contract, no request for enhancement in prices shall be considered.
- 19. The Embassy reserves the right to extend the date of receiving/opening of bids. All such details would be communicated on our website <a href="www.indembkathmandu.gov.in">www.indembkathmandu.gov.in</a> under the 'Tender Notice' Section.

## **Declaration by the Firm/Agency**

This is to certify that we have not been debarred and blacklisted by any government agency or organization in Nepal or in India. Further, before signing this tender, It is certified that I/we have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of authorized person with firm's seal
Name:
Address:
Phone No (O):
email:
Date:

# ENVELOPE-2 : FINANCIAL BID (BOQ) (In separate sealed Cover-II super-scribed as Financial Bid)

## **CONTENTS:**

1	Name of the Company/Firm/Agency	
2	Name of authorized point of contact with contact details	

S. No.	Make/Model of main hardware	Toner/Cartridge No.	Unit price including VAT (Nrs)
1.	Printer HP color Laser Jet (Pro-M252dw)	201A (CF403A) black color	
2.	Printer HP color Laser Jet (Pro-M252dw)	201A (CF403A) (Cyan/Magenta/Yello w)	
3.	Printer HP Laser Jet (P-1102W)	85A (CE285A)	
4.	Printer HP Laser Jet Pro (M402dn)	26A (CF 226A)	
5.	Printer HP Laser Jet Pro MFP (M227fdn)	32A	
6.	Printer HP Laser Jet 1020	12A	
7.	Printer HP Laser Jet	30A	
8.	Printer HP Laser Jet P 1005	35A	
9.	Printer HP Laser Jet 2055D	05A	
10.	Printer HP Color Laser Jet Pro MFP 177FW	130A (Black)	
11.	Printer HP Color Laser Jet Pro MFP 177FW	130A (C/Y/M)	
12.	Printer Color HP Laser Jet 2600n	- (Black)	
13.	Printer Color HP Laser Jet 2600n	- (C/M/Y)	
14.	Printer HP Laser Jet 1160	49A	
15.	Printer HP Deskjet 1112	HP 1112	
16.	Printer HP Laser Jet Pro M102a	17A	
17.	Printer HP Laserjet Pro 400M401DN	80A	
18.	Printer HP Laserjet 1300	13A (Q2613A)	
19.	Printer HP Laserjet P 2015dn	53A	
20.	Printer color HP Laser Jet Pro MFP M 181 dw	- (Black)	
21.	Printer color HP Laser Jet Pro MFP M 181 dw	- (C/M/Y)	
22.	Printer color HP Laser Jet CP 1215/1218	CB 540A (125A)	
23.	Printer color HP Laser Jet CP 1215/1218	CB 541A (125A)	

S. No.	Make/Model of main hardware	Toner/Cartridge No.	Unit price including VAT (Nrs)
24.	Printer color HP Laser Jet CP 1215/1218	CB 542A (125A)	
25.	Printer color HP Laser Jet CP 1215/1218	CB 543A (125A)	
26.	Printer HP Color Laserjet	Q 6000A	
27.	Printer HP Color Laserjet	Q6001A	
28.	Printer HP Color Laserjet	Q6002A	
29.	Printer HP Color Laserjet	Q6000A	
30.	Printer HP Laser Jet Pro MFP M 130A	Normal toner 17A	
31.	Printer HP Laser Jet Pro MFP M 130A	Drum toner 19A	
32.	Printer HP color Laserjet Pro MFP M 477fdn	410A (Black)	
33.	Printer HP color Laserjet Pro MFP M 477fdn	410A (C/M/Y)	
34.	Photocopier (Canon iR2116)-normal toner	Canon NPG-28	
35.	Photocopier (Canon iR2116)-drum cartridge		
36.	Fax (Canon-Fax-L220)	FX-3	
37.	Printer (Prixma iP 3680)	Canon 820/821	
38.	Printer (Prixma iP 4970)	Canon 726	
39.	Photocopier (Canon iR 1022) – normal toner	PSY FR 17	
40.	Photocopier (Canon iR 1022) - drum cartridge		
41.	Printer (Canon LBP 3300)	Canon - 308	
42.	Printer (Canon F 166500)	Canon 326	
43.	Fax (Canon L 170)	Canon 328	
44.	Fax (Canon L 220/240)	FX-3	
45.	Printer Canon L 11121E	Canon - 303	
46.	Fax Canon	Cartridge Line Matrix BX-3	
47.	Printer color (Canon Image Class LBP 7100 CN)	Canon - 331 (Black color)	
48.	Printer color (Canon Image Class LBP 7100 CN)	Canon - 331 (Cyan/Magenta/Yello w)	
49.	Printer (Canon LBP 6230 dn)	Canon - 326	
50.	Printer (Canon LBP 2900)	Canon 103/303/703	
51.	Printer (Canon L 11121E)	Canon-303	
52.	Photocopier (Canon NP 7160)-normal toner		

S. No.	Make/Model of main hardware	Toner/Cartridge No.	Unit price including VAT (Nrs)
53.	Photocopier (Canon NP 7160)-drum toner		
54.	Fax (Canon H12425)	Cartridge W	
55.	Printer (Canon LBP 6030)	Canon - 325	
56.	Fax (Canon Pixma)	PG-740 (Black)	
57.	Fax (Canon Pixma)	CL-741 (all colors)	
58.	Photocopier (Canon iR 2016J) - normal toner		
59.	Photocopier (Canon iR 2016J) – drum cartridge		
60.	Printer (Canon LBP 6300)	Canon - 319	
61.	Printer (Canon MF 22B DN)	Canon-337	
62.	Printer (Canon LBP 3300)	Canon - 308	
63.	Photocopier (Canon-Image Runner 2520)	NPG-51	
64.	Canon Pixma 1980	PG-40	
65.	Canon Pixma 1980	CL-41	
66.	Fax (Canon L-140)	FX-9	
67.	Printer Canon G2000 (Color inkjet)	Canon GI-790 (Black)	
68.	Printer Canon G2000 (Color inkjet)	Canon GI-790 (C/M/Y)	
69.	Printer Canon MX 377 (Color inkjet)	Canon PG-740 Fine cartridge (Black)	
70.	Printer Canon MX 377 (Color inkjet)	Canon PG-741 Fine cartridge (C/M/Y)	
71.	Printer (Canon F 158200)	Canon-325	
72.	Printer (Canon LBP 6000)	Canon -325	
73.	Printer color (Canon MAXiFy MB 5070)	PGI 2700 PBK	
74.	Printer color (Canon MAXiFy MB 5070)	PG 2700 (C/M/Y)	
75.	Printer (Canon LBP 6030dn)	Canon - 325 Starter	
76.	Printer (Canon 166400)	Canon - 325/725	
77.	EPSON EPL 6200L	Normal toner 4518	
78.	EPSON EPL 6200L	Drum cartridge 4519	
79.	Dot Matrix EPSON LX-310	EPSON S - 015632	
80.	Printer (EPSON LX 310)	LQ 310	

S. No.	Make/Model of main hardware	Toner/Cartridge No.	Unit price including VAT (Nrs)
81.	Printer MP 2014D RIOCH	MP 2014H	
82.	IDP card printer Smart-31S	IDP Ribbon Kit (SS-IDDC-S-YMCKO)	
83.	Printer Samsung ML 2161	MLT-D101S	
84.	Printer Color (Brother HL3150CDN)	TN 261 (Black)	
85.	Printer Color (Brother HL3150CDN)	TN 261 (C/M/Y)	
86.	Ribbon cartridge cartridge for Printronix P 8000	259890-404 & 255049-104	
87.	Spool Ribbon for Printronix P7000	P7000	
88.	Printer (EPSON L565)	EPSON 664 (Ink cartridge)	
89.	Ribbon for EPSON LQ-2190 Dot Matrix printer	LQ-2190	
90.	Photocopier (Toshiba e-studio 167)-normal toner	Toshiba T-1640D	
91.	Photocopier (Toshiba e-studio 167)-drum cartridge		
92.	Photocopier (Xerox Versalink B 7025/7030/7035)-normal toner		
93.	Photocopier (Xerox Versalink B 7025/7030/7035)-drum cartridge		
94.	Photocopier (Xerox Work Center 5222)- normal toner		
95.	Photocopier (Xerox Work Center 5222)- drum toner		
96.	Photocopier (Xerox Work Center 5325)- normal toner	6R01159	
97.	Photocopier (Xerox Work Center 5325)- drum cartridge		
98.	Photocopier Color (Xerox Versalink C7025)- normal toner	(Black)	
99.	Photocopier Color (Xerox Versalink C 7025)- normal toner	(C/M/Y)	
100.	Photocopier Color (Xerox Versalink C 7025)- drum cartridge		
101.	Printer Color (Xerox 6505)	(Black)	

S. No.	Make/Model of main hardware	Toner/Cartridge No.	Unit price including VAT (Nrs)
102.	Printer Color (Xerox 6505)	(C/M/Y)	
103.	Printer (Xerox phaser 3040)	Phaser 3040	
104.	Xerox M 118	006R01179	
105.	Xerox WC 5021/5022	006R01573	

Above rates include all taxes/duties/octroi, transportation charges etc for supply of above mentioned toners/cartridges to Embassy of India, Kathmandu. The rates are in totality including delivery charges and no extra charges will be claimed on above supply & services.

uding delivery charges and no extra charges will be claimed on above supply & service	es.
Signature of authorized person with Firm's Seal:	
Name of the authorized person:	
Date:	