

BID DOCUMENT
FOR EMPANELMENT OF REGISTERED
AND AUTHORISED SUPPLIERS FOR
SUPPLYING COMPUTER
CONSUMABLES

SR. ADMINISTRATIVE OFFICER (GS)
OFFICE OF THE COMPTROLLER AND
AUDITOR GENERAL OF INDIA
POCKET 9, DEEN DAYAL UPADHYAYA
MARG, NEW DELHI-110124.

BID DOCUMENT FOR

*Empanelment of Registered and Authorised Dealers and Distributors of **HEWLETT PACKARD INDIA SALES (HP), SAMSUNG, CANON AND BROTHER** for supplying Computer Consumables for the Office of the Comptroller and Auditor General of India.*

TENDER NO. 266/GSS/62-2015 DATED 30.09.2015

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OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

II- BRIEF INFORMATION ON BID DOCUMENT

Tender No.	No.266 -GS/62-2015 DATED 30.09.2015
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last Date and time of submission	Upto 1100 hours of 28.10.2015
Date of opening Technical Bid	At 1500 hours of 28.10.2015
Date of opening of financial bids for technically qualified bidder	To be notified later
EMD	Rs.90,000/- (Rupees ninety thousand only) in the form of crossed Demand Draft/Bank Guarantee in favour of PAO, Accountant General (Audit), Delhi, New Delhi, payable at New Delhi
Cost of Tender Document	Rs.500/- (Rupees five hundred only)
Validity of Bid	120 days
Total Number of pages of Tender Document	42 pages
Address and Venue of submission of bids	Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124.

SECTION-1

(Notice Inviting Tender)

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

NOTICE INVITING TENDER

Office of the Comptroller and Auditor General of India, New Delhi invites sealed bids under two bid system for empanelment of registered and authorized Suppliers / Vendors for procurement of HP, Samsung, Canon and Brother make computer consumables for its office as per the requirements specified in the Bidding Document.

Sealed bidding documents, (Technical Bid and Financial Bid alongwith EMD) duly filled in as per the instructions of the Tender Document should be addressed to the Sr. Administrative Officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi-110124 and must reach **latest by 11.00 am on 28.10.2015.**

The sealed bidding documents should be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of Tender Cost of Rs.500/- through Bank Draft/Pay Order in favour of PAO, Accountant General (Audit), Delhi payable at New Delhi on any working day between 3.00 pm to 5.00 pm.

The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of the requisite cost through Bank Draft/Pay Order alongwith the Bidding Documents and EMD

The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi **on 28.10.2015 at 3.00 pm** by the Committee duly authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of those bidders who may wish to be present. The Financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee duly authorized for the purpose. The date, time and venue of opening of the Financial bids shall be intimated to the technically qualified bidders.

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Comptroller and Auditor General of India, shall be final and binding.

(DINESH KUMAR)
SR. ADMINISTRATIVE OFFICER (GS)

SECTION-2

BID SUBMISSION FORM

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

BID SUBMISSION FORM

Date:

LETTER OF BID

To

Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi-110124.

Ref: Invitation for Bid No. **TENDER NO. 266 –GSS/62.-205 DATED 30.09.2015.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to supply all Computer Consumables to your office, as per our authority, in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

SECTION-3

BIDDER PROFILE

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

General:

1. Name of the Bidder/ firm.....
2. Name of the person submitting the Bid "Shri/Smt.....
3. Address of the firm
.....
.....
4. Tel no. with STD code (O).....(Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
 - i) Proprietorship
 - ii) Partnership
 - iii) Private Limited
 - iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and his current account number
.....
.....
10. Permanent Income Tax number, Income Tax circle
(Please attach copies of income tax return for last three years)
11. Permanent Account Number (PAN) Number.....
(Please attach copies of PAN)

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UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
4. I/We give the rights to the competent authority of the office of the Comptroller and Auditor General of India to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
5. I hereby undertake to provide the items as per the directions given in the tender document/contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION-4

CERTIFICATE OF NEAR RELATIVES

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____
_____ hereby certify that none of my relative(s) as defined in Section-.....of tender document is/are employed in O/o CAG as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, O/o CAG shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed _____

For and on behalf of the Bidder
Name (caps) _____

Position _____

Date _____

SECTION-5

INSTRUCTIONS TO THE BIDDERS

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

Section-2

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

- 1.1 Office of the Comptroller and Auditor General of India, hereinafter referred to as 'Client' shall empanel the authorized Dealers and Distributors of HEWLETT PACKARD INDIA SALES (HP), SAMSUNG, CANON AND BROTHER for supplying computer consumables (Toners and Cartridges) for a period of one year, which is extendable subsequently as mutually agreed to subject to satisfactory services.
- 1.2 The sealed bidding documents should be delivered in the GS Section of this office by the stipulated date and time. Tender Documents may be collected from GS Section, Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyay Marg, New Delhi on payment of Tender Cost of **Rs.500/- through Bank Draft/Pay Order in favour of PAO, Pr. Accountant General (Audit), Delhi, New Delhi, payable at New Delhi** on any working day between 3.00 pm to 5.00 pm.
- 1.3 The tender documents may also be downloaded from this office website <http://saiindia.gov.in> (Public Interface>Tender Notice). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of **Rs.500/-** through Bank Draft/Pay Order alongwith the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the authorized person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.8 **The Bidding Company should be an Authorized Dealer and Distributor of HEWLETT PACKARD INDIA SALES (HP) / SAMSUNG INDIA / BROTHER.** Those bidders who are not authorized dealer / distributors of the required brands shall not be entertained for the bidding process.

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- 1.9 The successful Bidders shall ensure that their Dealership and Distributorship shall be valid **for a period of two years** from the date of tender opening failing which the Client shall be at liberty to place the Contract elsewhere on the alternative next authorized valid Bidder.
- 1.10 The estimated cost of procurement of computer consumables (Toners and Cartridges) is likely to be Rs.30 lakh (Rupees thirty lakh only) for a period of one year. However, no guarantee can be given to the actual quantity and the requirements may vary at the sole discretion of the competent authority of the office of the Comptroller and Auditor General of India.
- 1.11 The parties to the Bid shall be the 'Bidders' and the Office of the Comptroller and Auditor General of India, New Delhi.
- 1.12 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Comptroller and Auditor General of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Financial Capacity**: The bidders should have the minimum total turnover of Rupees **one (01) crore each in the last 3** financial years (2012-13, 2013-14 and 2014-15). Relevant proof for supporting the above shall be submitted.
- c. **PAN and VAT Registration**: The Bidder should be registered with the Income Tax and VAT. Relevant proof in support shall be submitted
- d. **Experience**: The Bidder should have experience in the similar field of supplying computer consumables in Government Departments for the last three years (2012-13, 2013-14 and 2014-15).
- e. **Authorised Dealer and Distributor**: The Bidder must be the authorized dealer / authorized distributor of **HEWLETT PACKARD INDIA SALES / SAMSUNG INDIA /CANON / BROTHER**. Relevant proof in support shall be submitted.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of Sales Tax Registration / VAT Registration issued by the **Delhi VAT Tax Department** shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the **audited balance sheets** (audited by Chartered Accountant) for the completed three financial year i.e. for 2012-13, 2013-14 and 2014-15.

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- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested **copy of PAN** and VAT Registration shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates issued by the Government Departments (2012-13, 2013-14 and 2014-15) shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of dealership certificate / authorization certificate issued by the OEM from the respective brand shall only be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs.90,000/- (Rupees ninety thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee / Demand Draft shall be in favour of **PAO, Pr. Accountant General (Audit), Delhi and payable at New Delhi.**
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 4.4 **One Bid per Bidder** : Each bidder shall submit only one tender. Multiple bids by same bidders are liable to be rejected.
- 4.5 **Cost of Bid** : The bidder shall bear all costs associated with preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

5. PREPARATION OF BIDS

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5.1. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

- a. Bid Submission Form duly signed and printed on Company's letterhead
- b. Signed and Stamped on each page of the tender document.
- c. Earnest Money Deposit of Rs.90,000/-
- d. Bidder Profile, Certificate of near relatives, Form for Financial Capacity are duly filled up
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No.266-GSS/62-2015 dated 30.09.2015", with the Name and address of the Bidder.

5.2 **Financial Bid:** Bidder should prepare Financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial bid should be kept in a separate sealed envelope, superscribed "Financial Bid for Tender No.266-GSS/62-2015 dated 30.09.2015 with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly superscribing so and the two envelopes shall be kept **in another single sealed envelope**.

6.2 The Bid shall be submitted not later than 11:00 a.m. on **28.10.2015**, addressed to Sr. Administrative officer (GS), Office of the Comptroller and Auditor General of India, Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi.

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the Comptroller and Auditor General of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids. Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened in the Committee Room of the office of the Comptroller and Auditor General of India, New Delhi on 28.10.2015 at 3.00 pm by the Committee authorized by the competent authority of the office of the Comptroller and Auditor General of India in the presence of such bidders who may wish to be present.

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- 7.2 The financial bids of only those bidders whose Technical Bids are accepted, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of both the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative, may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.1.

9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:

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- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, shall be rejected and their financial proposals will be returned unopened.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.

10. FINANCIAL BID OPENING PROCEDURE

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 All the qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be asked to sign on all the sealed envelopes containing the Financial Bid.

10.3 Any bidder objecting to the same shall be disqualified and his financial bid shall be returned on the spot.

10.4 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.5 The financial bid price shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

10.6 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.

11. DETERMINATION OF THE SUCCESSFUL BIDDERS AND PROCEDURE FOR EMPANELMENT OF SUPPLIERS

11.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price, subject to arithmetical correction, shall be deemed as the successful Bidder – L1 and shall be empanelled by the Client.

12. RIGHT OF ACCEPTANCE:

12.1 The Office of the Comptroller and Auditor General of India reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without

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assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Comptroller and Auditor General of India in this regard shall be final and binding.

- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the office of the Comptroller and Auditor General of India reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency (ies) that has/have been awarded the contract, the competent authority of the Office of the Comptroller and Auditor General of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 12.5 The office of the Comptroller and Auditor General of India may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

13. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

- 13.1 After determining the successful bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Supplier(s), who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

14. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 14.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, a sum which shall be equivalent to 10% of the estimated value of purchase for a period of one year, as may be decided by the Client, in favour of PAO, Pr.Accountant General (Audit), Delhi, New Delhi, payable at New Delhi.
- 14.2 The Bank Guarantee can be forfeited by order of the competent authority of the Office of the Comptroller and Auditor General of India in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Comptroller and Auditor General of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

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- a) If the contractor is called upon by the competent authority of the office of the Comptroller and Auditor General of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Comptroller and Auditor General of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

15. SIGNING OF CONTRACT AGREEMENT

- 15.1 The successful and empanelled Bidders shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement.
- 15.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful and empanelled Bidder(s) for their concurrence.
- 15.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (2) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 15.4 The competent authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

16. SUPPLY ORDER

After the acceptance of the LoA and securing Performance Bank Guarantee from the successful and empanelled bidder(s), Client shall issue the 'Purchase Orders', from time to time, as and when need arises to procure Computer Consumables as per its requirements. The empanelled and successful bidders shall adhere to the conditions, timelines as may be defined in the Purchase orders and ensure genuineness of the items which are provided to Client.

17. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 17.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bid evaluation stage* shall be returned along with their unopened financial bids within 7 days after opening of the eligible financial Bids.
- 17.2 The Earnest money Deposit of the unsuccessful bidders in the *financial bid evaluation stage* shall be returned within 7 days, on award of contract to the Successful bidder.
- 17.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

18. INSOLVENCY

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NEW DELHI

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- 18.1 The competent authority of the office of the Comptroller and Auditor General of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

19. CURRENCIES OF BID AND PAYMENTS

- 19.1 The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

20. LANGUAGE

- 20.1 Bids and all accompanying documents shall be in English.

21. FORM OF BID :

- 21.1 The form of Bid shall be completed in all respect and duly signed and stamped by an authorized and empowered representatives of the Bidder. Signatures of the form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.
- 21.2 All the columns shall be clearly filled in ink legibly or typed. The tender should quote the number, rates and amount in figures and as well as in words. Alterations, if any, unless legibly attested by the Bidder shall disqualify the bid. The bidder shall take care that rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would otherwise made bid liable for rejection.

SECTION-6

GENERAL CONDITIONS OF CONTRACT (GCC) And SCHEDULE OF WORK / REQUIREMENTS

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

“Agreement”	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word “party” means the Successful Bidder(s) to whom the work of providing computer consumables has been awarded and the Client “Office of the Comptroller and Auditor General of India”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing computer consumables.
Notice to Proceed	Shall mean the date at which the procurement services shall
‘Confidential Information’	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date”	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

2. SERVICES REQUIRED BY THE CLIENT

- 2.1 The Contractor (empanelled Suppliers) shall be providing the Computer consumables (Toners and Cartridges) as per the details given in the Tender document.
- 2.2 The Client shall pay charges as agreed between the Client and the Contractor (empanelled Suppliers) at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of Bidding process.
- 2.3 The Contractor shall provide Computer Consumables which shall be fully genuine and authorized from the respective brand to the entire satisfaction of the Client.

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3. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon :

- 3.1 After issuance of Letter of Acceptance (LoA) by the Client to the empanelled Suppliers.
- 3.2 Submission of Performance Bank Guarantee in accordance with the conditions.
- 3.3 The Purchase Orders, which shall be issued by the Client as and when need arises.

4. CONTRACTOR'S OBLIGATIONS

- 4.1 The Contractor (empanelled Suppliers) shall provide all required computer consumables (Toners and Cartridges) as per the requirements of the Client during the currency of the Contract.
- 4.2 The Contractor shall ensure that genuine items, only of the required brand as per the Tender document requirements are supplied to the Client. In the event of contravening this condition or if it is found during the currency of the Contract that refilled tonners / cartridges or duplicate brands or fake brands / items are supplied by the Contractor to the Client, the Contractor shall be liable to be black-listed by the Client and an information of such act of the Contractor shall be intimated by the Client to all the other Government Departments / Ministries / Offices in public interest.
- 4.3 The Contractor should be in a position to supply the computer consumables, as detailed in the Tender Document on a very short notice as and when needed.
- 4.4 The Contractor shall ensure that the computer consumables are delivered to Client's office at their own cost. No claim of Contractor for transportation or any other claim in this regard shall be entertained by the Client.
- 4.5 The Contractor shall ensure that all schemes, as may be offered by the brands from time to time, shall be fulfilled while supplying computer consumables to Client's office.
- 4.6 The Contractor shall ensure genuine quality of the items and also ensure that the items are genuinely sealed before supply in Client's office.
- 4.7 The Contractor shall also ensure minimum recommended yield of the computer consumables is provided to Client, failing which it shall be the responsibility of the Contractor to replace the computer consumables with the new genuine product.
- 4.8 The Contractor shall ensure that the items as per the purchase orders of the Client are verified by the AAO/SAO incharge of Client's office before delivery and stock entry in Client's office of computer consumables.
- 4.9 The Contractor shall ensure that in case of requirements, they should be in a position to deliver the computer consumables on holidays also. The Contractor should also provide their full details such as e-mail, telephone numbers, mobile numbers etc.

5. CONTRACTOR'S LIABILITY

- 5.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of

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contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing computer consumables to the Client.

- 5.2 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof to any other Contractor at any point of time during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

6. VALIDITY OF CONTRACT

The contract for supply of computer consumables, if awarded, shall be initially for a period of one year from the date of award, which is extendable subsequently subject to continuous satisfactory performance. However, on failure on this aspect by the contractor, the Client 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 the office of the Client.

7. PAYMENTS

- 7.1 After empanelment of Suppliers (Successful bidders) as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractors by the Client for procurement of computer consumables.
- 7.2 The prices in the Price Schedule shall be exclusive of Sales Tax / VAT and the same shall be charged in addition to the applicable rate.
- 7.3 The Contractor shall raise invoice by referring the Purchase Order of the Client's office after successful delivery of the items as per the requirements of Client. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 7.4 The cost at which the Suppliers are empanelled shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period. In case the prices fall by more than 10% of the Contracted prices, the Supplier shall pass on the benefit to the Client.**
- 7.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the Client, the cost shall be decided mutually by both the parties.
- 7.6 In addition to the Contract payments, the Client shall pay for any additional procurement as required by the Client, which are not specified in the *Price Schedule*.
- 7.7 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 7.8 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 7.9 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

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8. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

8.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 8.1.2 the date of commencement of the event of Force Majeure;
- 8.1.3 the nature and extent of the event of Force Majeure;
- 8.1.4 the estimated Force Majeure Period,
- 8.1.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 8.1.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 8.1.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

9. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

9.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Office of the CAG in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

9.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

10. TERMINATION

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This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 10.1 The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 10.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
 - 10.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
 - 10.2.2 If the Contractor does not provide the required computer consumables satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
 - 10.2.3 If the Contractor goes bankrupt and becomes insolvent.

11. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

SECTION-7

PRICE SCHEDULE

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QUOTE YOUR PRICES.

For supplying HP make computer consumables

Sl. no.	Description	Unit	Quoted Price per unit (Rs)	Duties & taxes (Rs)	Net Destination cost (Rs.)
1.	HP-10 Black	Per No.			
2.	HP-11 Color C,Y,M	Per No.			
3.	HP-15 D	Per No.			
4.	HP-17 C Color	Per No.			
5.	HP-18 Black	Per No.			
6.	HP-18 Color C,Y,M	Per No.			
7.	HP-21 A	Per No.			
8.	HP-22 A Color	Per No.			
9.	HP-23 D Color	Per No.			
10.	HP-27	Per No.			
11.	HP-28	Per No.			
12.	HP-45 Black	Per No.			
13.	HP-56 A	Per No.			
14.	HP-57A	Per No.			
15.	HP-78 D	Per No.			
16.	HP-88 Black	Per No.			
17.	HP-703 Black	Per No.			
18.	HP-703 Color	Per No.			
19.	HP-818 Black	Per No.			
20.	HP-818 Color	Per No.			
21.	HP-851 Black	Per No.			
22.	HP-852 Black	Per No.			
23.	HP-854 Color	Per No.			
24.	HP-855 Color	Per No.			
25.	HP-940 Black	Per No.			
26.	HP-940 L Color	Per No.			
27.	HP-901 Black	Per No.			
28.	HP-901 Color	Per No.			
29.	HP-96A Toner	Per No.			
30.	HP-2612A Toner	Per No.			
31.	HP- Q 7516A Toner	Per No.			
32.	HP- 24A Toner	Per No.			
33.	CB-540 Black Toner	Per No.			
34.	CB-541 Cyan Toner	Per No.			
35.	CB-542 Yellow Toner	Per No.			
36.	CB-543 Magenta Toner	Per No.			
37.	HP-cc388A Toner	Per No.			
38.	HP-320 Black Toner	Per No.			
39.	HP- 321 Cyan	Per No.			
40.	HP-322 Magenta	Per No.			
41.	HP-323 Yellow	Per No.			
42.	HP-310 Black Toner	Per No.			
43.	HP-311 Cyan	Per No.			
44.	HP-312 Magenta	Per No.			
45.	HP-313 Yellow	Per No.			
46.	HP-CE 278A Toner	Per No.			
47.	HP 678 Black	Per No.			
48.	HP 678 Tricolor	Per No.			

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49.	HP 210 Black	Per No.			
50.	HP 211 Cyan	Per No.			
51.	HP 212 Yellow	Per No.			
52.	HP 213 Magenta	Per No.			
53.	HP 862 Black	Per No.			
54.	HP 862 Cyan, Yellow, Magenta	Per No.			
55.	HP 685 Black	Per No.			
56.	HP 685 Cyan, Yellow, Magenta	Per No.			
57.	HP 802 Black	Per No.			
58.	HP 802 Colour	Per No.			
59.	HP 9381A Print Head	Per No.			
60.	HP 9382A Print Head	Per No.			
61.	HP C4810 Print Head	Per No.			
62.	HP C4811 Print Head	Per No.			
63.	HP C4812 Print Head	Per No.			
64.	HP C4813 Print Head	Per No.			
65.	HP Drum DR-314	Per No.			
66.	HP CF 350 Black	Per No.			
67.	HP CF 351 Cyan, Yellow Magenta	Per No.			
68.	HP 950 Black Cartridge	Per No.			
69.	HP 951 Cyan, Yellow Magenta	Per No.			

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QUOTE YOUR PRICES.
For supplying Brother make computer consumables

Sl. no.	Description	Unit	Quoted Price per unit (Rs)	Duties & taxes (Rs)	Net Destination cost (Rs.)
1	Brother-3250 Toner	Per No.			
2	Brother 4100 Toner	Per No.			
3	Brother-3145 Toner	Per No.			
4	Brother-155 Black Toner	Per No.			
5	Brother-155 Color Toner C,Y,M	Per No.			
6	Brother-3217 DRUM KIT	Per No.			
7	Brother-4000 DRUM KIT	Per No.			
8	Brother-3117 DRUM KIT	Per No.			
9	Brother -150 CL DRUM KIT	Per No.			
10	Brother-3320 DN Toner	Per No.			
11	Brother-340 DN Black	Per No.			
12	Brother-340 DN Cyan, Yellow, Magenta	Per No.			
13	Brother-2130 Toner	Per No.			
14	Brother-583 Black Cartridge	Per No.			
15	Brother-583 Cyan, Yellow Magenta Cartridge	Per No.			
16	Brother-CL 340 Drum	Per No.			
17	Brother-CL-3355 Drum	Per No.			
18	Brother-261 BK	Per No.			
19	Brother-261 Cyan, Yellow, Magenta	Per No.			

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QUOTE YOUR PRICES

For supplying Samsung make computer consumables

Sl. no.	Description	Unit	Quoted Price per unit (Rs)	Duties & taxes (Rs)	Net Destination cost (Rs.)
1.	Samsung-4200 Toner	Per Nos.			
2.	Samsung-4521 Toner	Per Nos.			
3.	Samsung-CLP-510 Black	Per Nos.			
4.	Samsung-CLP-510 Colour(C,Y,M)	Per Nos.			
5.	Samsung-CLP-610 Black	Per Nos.			
6.	Samsung-CLP-610 Colour (C,Y,M)	Per Nos.			
7.	Samsung-CLP-510 Drum Kit	Per Nos.			
8.	Samsung-CLP-610 Drum Kit	Per Nos.			
9.	Samsung MLT-D101S/XIP	Per Nos.			
10.	Samsung CLT-K406S/XIP	Per Nos.			
11.	Samsung CLT-C406S/XIP	Per Nos.			
12.	Samsung CLT-M406S/XIP	Per Nos.			
13.	Samsung CLT-Y406S/XIP	Per Nos.			
14.	Samsung-CLT-K609S/XIP	Per Nos.			
15.	Samsung-CLT-C609S/XIP	Per Nos.			
16.	Samsung-CLT-M609S/XIP	Per Nos.			
17.	Samsung-CLT-Y609S/XIP	Per Nos.			
18.	Samsung-205/S Toner	Per Nos.			

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QUOTE YOUR PRICES

For supplying Canon make computer consumables

Sl. no.	Description	Unit	Quoted Price per unit (Rs)	Duties & taxes (Rs)	Net Destination cost (Rs.)
1.	Canon FX-3 toner	Per Nos.			
2.	Canon MFD 328 toner	Per Nos.			
3.	Canon PG-40 Cartridge	Per Nos.			
4.	Canon 725-PGBK Black	Per Nos.			
5.	Canon 726 Black	Per Nos.			
6.	Canon 726 Cyan, Yellow, Magenta	Per Nos.			

SECTION-8

FORMS

- Section 8.1 Bid Security Form**
- Section 8.2 Form for Financial Capacity**
- Section 8.3 Articles of Agreement**
- Section 8.4 Performance Bank Guarantee**
- Section 8.5 Letter of Authorisation for attending Bid opening**

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FORM-I
BID SECURITY FORM

No.....
To

Date.....

Director (Personnel),.....(hereinafter called "The Client)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg,
New Delhi

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing computer consumables vide **Tender No.266/GS/62-2015 dated 30.09.2015.**

KNOW ALL MEN by these presents that WEof having our registered office at
(Hereinafter called 'the Bank') are bound unto The Client/ the Department in the sum of Rs. 90,000/- (Rupees ninety thousand only) for which payment will and truly to be made to the Client / the Department, the Bank binds itself, its successors and assigns by these present.

WHEREAS.....(Name of bidder) (hereinafter called "the Bidder") has submitted his bid dated.....for providing computer consumables (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs.90,000/- (Rupees ninety thousand only) as Performance Security against the Bidder's offer as aforesaid.

And WHEREAS.....(Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.
OR
 - (d) If the tender is terminated on the allegations of production of false/ forged documents for obtaining the Contract.

We undertake to pay the Client / Department up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Client / Department will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name
Signed in capacity of
Full address of Branch
Tel No. of Branch
Stamp / Seal of Bank

Fax No. of Branch

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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Form-II

FORM FOR FINANCIAL CAPACITY

Description	Financial years		
	2012-13	2013-14	2014-15
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

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Form-III

CONTRACT AGREEMENT NO. /GS/62-2015 DATED .2015

THIS AGREEMENT is made on between **Director (P), Office of the Comptroller and Auditor General of India** (hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing computer consumables.

- I. **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender dated 30.09.2015 for “procuring computer consumables under **Tender No.266/GS/62-2015**.
- II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite computer consumables to the Client
- III. **AND WHEREAS** the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. **AND WHEREAS** the Client desires that the computer consumables (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite computer consumables to the Client.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the providing computer consumables for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

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- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing computer consumables for Client's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. The Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Purchase Orders / Supply Orders issued by the Client from time to time.
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) Performance Bank Guarantee
 - (e) The Addenda, if any, issued by the Client.
 - (g) Any other documents forming part of this Contract Agreement till date.
 - (g) Charges – Schedule annexed to this Article of Agreement
 - (h) Supplementary Agreements executed from time to time.
 3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- VII. **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.

Signed on behalf of the Contractor

Signed on Behalf of
**Office of the Comptroller and
Auditor General of India**

(Authorised Signatory)

(Authorised Signatory)

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Form-IV
PERFORMANCE BANK GUARANTEE

(To be executed on non Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Favouring :PAO, Accountant General (Audit), Delhi

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the Comptroller and Auditor General of India (“**CAG**”) having its office at Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi-110124 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing computer consumables shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Warranty Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
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FORM-V

(Letter of Authorisation for attending Bid Opening)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on or before time of bid opening)

To

The Sr. Administrative Officer (GS)
Office of the Comptroller and Auditor General of India
Pocket 9, Deen Dayal Upadhyaya Marg, New Delhi

Subject: Authorization for attending bid opening on _____ (date) in
the Tender No.266/GS/62-2015 dated 30.09.2015

Following persons are hereby authorized to attend the bid opening for the tender
mentioned above on behalf of _____ (Bidder)
in order of preference given below.

Order of Preference	Name	Specimen Signatures
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I.

II.

Alternate Representative

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

- Note:
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

SECTION-9

CHECK-LIST

OFFICE OF THE COMPTROLLER AND AUDITOR GENERAL OF INDIA
NEW DELHI

Tender No. 266/GS/62-2015

Dated : 30 September 2015

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form ?	
2.	Have you read and understood various conditions of the Contract and shall abide by them ?	
TECHNICAL BID		
3.	Have you enclosed the EMD of Rs.90,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents ?	
5.	Have you attached proof of having met the following minimum eligibility criteria ?	
5.1	Legal Valid Entity : Have you attached attested Certificate issued by Delhi VAT Tax Deptt.	
5.2	Financial Capacity : Have you attached Audited Balance Sheets ?	
5.3	PAN : Have you attached attested copy of PAN	
5.4	Experience : Have you attached the attested experience certificates issued by the Government Deptts / Organisations ?	
5.5	Dealership and Distributorship Letter : Have you attached original tender specific authorization letter issued by the respective brand?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid ?	
7.	Have your Technical Bid been packed as per the requirements of the Tender ?	
FINANCIAL BID		
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages ?	
9.	Have you quoted prices against each of the category ?	
10.	Have your financial bid been packed as per Tender ?	