



Tender Document
For
Supply of Toners in the offices of Department of Elections

Reference number: **1/5/2014 (E) AM/PSEGS**

Punjab State e-Governance Society (PSeGS)
Directorate of Governance Reforms,
SCO 193-195, Sector 34-A, Chandigarh

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1.0 DOCUMENT CONTROL SHEET

S.No.	Particular	Details
1.	Document Reference Number	1/5/2014 (E) AM/PSEGS
2.	Start date of sale of Tender Document	xxxxxx
3.	Time of Pre Bid meeting	xxxxxx at 3.00 PM
4.	Last date & time of issue of Tender Document	xxxxxx at 2.30 PM
5.	Last date and time for receipt of Tender	xxxxxx at 03.00 PM
6.	Date and time of opening of Technical Bid	xxxxxx at 03.30 PM
7.	Date and time of Opening of Commercial bids	To be intimated Later
8.	Cost of Tender document	Rs. 1000/- (Rupees One Thousand only) Demand Draft
9.	Earnest Money Deposit (EMD)	Rs. 50,000/- (Rs. Fifty Thousand only)
10.	All requisite demand drafts/PBG/EMD payable at Chandigarh in favour of	Member Secretary, Punjab State e-Governance Society
11.	Office Address (For Tender issuance, Pre-Bid Meeting, Bid submission and other relevant purposes)	Punjab State e-Governance Society (PSEGS), Punjab State eGovernance Society, SCO 193-195, Sector 34-A, Chandigarh
12.	Single Point of Contact from the Punjab State eGovernance Society regarding This Tender	Mr. Kalwarn Singh Ph No:+91-93572-42220 Email: Kalwarn.singh@punjab.gov.in
13.	Website	www.dgrpunjab.gov.in

*This document is not transferable

2.0 Invitation for Bids [IFB]

2.1. Invitation

Punjab State e-Governance Society (PSeGS) invites bids from the established, reputed and experienced firm or consortium of firms for the supply of Tonners for the printers installed in the offices of Department of Elections Punjab.

2.2. Tender methodology

Tender methodology proposed to be adopted by the Punjab State eGovernance Society will be “Two Bid system” i.e. Technical Bid and Commercial Bid. The Punjab State eGovernance Society would enter into contract with the bidder who passes the technical Qualification and whose commercial bid is found to be Lowest Commercial Bid (Total Bid Value) [L-1].

2.3. Minimum Eligibility Criteria/Technical Qualification

Sr. No	Particulars	Eligibility Criteria	Documents Required
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts as per Document Control sheet
2.	Legal Entity	a. Bidder should be registered either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 b. Registered with the Sales Tax Authorities	a. Certificate of Incorporation b. Registration Certificate
3.	Participation	Should be Original Equipment Manufacturer (OEM) or Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM.	1. In case of OEM- Certificate of Registration/ Incorporation 2. In case of Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM- I. Certificate of Registration/ Incorporation II. Authorisation letter from OEM
4.	Sole Participation	The OEM and the Authorised channel Partner of the same OEM are not allowed to participate as different bidders for the same brand.	Self-Certified letter

5.	Relevant Business Continuity	The Bidder should be in the business of Authorized Dealer/ Distributor/ Channel Partner of OEM (Original Equipment Manufacturer) in IT Hardware & Peripherals and should have been in this business for a period for minimum three years as on 31.03.2013.	Certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
6.	Turnover	<p><u>In case, bidder is Principal / OEM Company,</u> minimum average annual turnover in last three (3) financial years ending 31st March 2013 should be Rs 10 Crore from the sale of Computer Systems & Peripherals.</p> <p><u>In case the bidder is Authorized Dealer/ Distributor/ Channel Partner of OEM</u></p> <p>Minimum average annual turnover of the bidder in last three (3) financial years ending 31st March 2013 should be Rs 2 Crore from the sale of Computer Systems & Peripherals.</p> <p>and</p> <p>Minimum average annual turnover of the Principal / OEM Company in last three (3) financial years ending 31st March 2013 should be Rs 10 Crore from the sale of Computer Systems & Peripherals.</p>	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).
7.	Work Experience	<p><u>In case of Authorized Dealer/ Distributor/ Channel Partner of OEM</u> - Bidder should have successfully delivered and installed at least Four Hundred Toners (400) in single order in last 3 years</p> <p>Or</p> <p>Bidder should have successfully delivered and installed at least Two Hundred Toners (200) in each of two orders in last 3 calendar years ending 31.12.2013</p> <p><u>In case of OEM</u> - The Bidder must have supplied at least 8000 Toners in last 3 calendar years ending 31.12.2013</p>	<p><u>In case of Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM</u> -Relevant Purchase orders or work completion/Delivery certificate by client & Sale Numbers duly certified by Chartered Accountant</p> <p><u>In case of OEM</u> - Sale Numbers duly certified by Chartered Accountant</p>
8.	Income tax Certificate	The Bidder must have valid PAN issued by Income Tax Authorities, India.	Copy of PAN card
9.	Sales tax	The Bidder must have valid VAT/ST/CST Number	Copy of VAT/ST/CST registration certificate

	Certificate		
10.	Certifications	<p>a. The bidder should quote the products of only those OEM which are ISO 9001:2000 or higher level certified Company.</p> <p>b. The Supplied toners should be genuine product of Hardware of the OEM</p>	<p>a. Self-certified copy of certification valid on date of bid submission.</p> <p>b. Certified Valid copy from OEM</p>
11.	Authorisation from OEM	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEM's for providing Comprehensive Maintenance support and services of the equipment's covered under the RFP.	Manufacturer Authorization Certificate issued by OEM.
12.	Service & Support Mechanism	The Bidder should certify that they have OEM support mechanism in Tricity (Chandigarh/Panchkula/Mohali) /Punjab either directly through their OEM support office or through their authorized channel partners/dealers. The OEM must have at least one authorized service centres in Punjab / Chandigarh	Undertaking from the authorised signatory of the OEM along with the address of the centres in (Chandigarh/Panchkula/Mohali) /Punjab
13.	Consortium	No consortium is allowed	Self-Certified letter
14.	Disclosers	<p>Bidder to submit the undertaking that the Bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</p> <p>c. And their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant</p>	Self-Certified letter

		<p>to debarment proceedings.</p> <p>d. The prices being offered are not higher than the prices offered to any government department in last 6 months as on the date of bidding.</p> <p>e. Comply with the code of integrity as specified in the bidding document.</p>	
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3.0 Instruction for Bidders

3.1. Introduction

The bidder is expected to examine all instructions, forms, terms and specification in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidder's own risk.

3.2. Pre-bid meeting / Clarification of Bids

- 3.2.1. The bidder or its official representative (not more than two members from a given bidder) are invited to attend pre-bid meeting to be held on date and time at the venue mentioned in Document Control Sheet. It is the responsibility of the Bidders representatives (only one person per Supplier) to be present at the venue of opening of Bids.
- 3.2.2. Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc., - preferably through mail) and should be submitted latest by Day of Pre-Bid Meeting
- 3.2.3. The text of the questions raised (without identifying the source of enquiry) and the response given by the Punjab State eGovernance Society together with amendment(s) to the bidding document, if any, will be Uploaded on the website or as decided by Punjab State eGovernance Society
- 3.2.4. In case of any clarification required by Punjab State eGovernance Society to assist in the examination, evaluation and comparison of bids, Punjab State eGovernance Society may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
- 3.2.5. Queries of only those bidders would be replied who purchased the tender document or submit the Demand Draft of Tender Document fee on or before the day of pre-Bid Meeting

4.0 Technical Bid

4.1. Compliances to bid

- 4.1.1. Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid
- 4.1.2. No deviations are allowed.
- 4.1.3. Bidder to quote for entire package on a single responsibility basis for the Toners it proposes to supply under the contract

4.2. Earnest Money Deposit (EMD):

- 4.2.1. The earnest money of the unsuccessful bidder shall be refunded after final award of the contract.
- 4.2.2. EMD of the successful bidder shall be released only after the submission of requisite Performance Bank Guarantee.
- 4.2.3. The EMD will be forfeited on one or more of the following reasons:-
 - i. Bidder Withdraws its Bid during the bid validity period as specified in the Tender document,
 - ii. Bidder does not respond to request for clarifications of the Bid,
 - iii. Any attempt by Bidder to hide the facts or misrepresentation or corrupt practices is revealed at any stage,
 - iv. In case of a successful bidder, the said bidder fails to accept the final contract in stipulated time or fail to furnish the Performance Bank Guarantee.”

4.3. Amendment to the bidding document

- 4.3.1. At any time prior to the deadline for submission of Bids, the Punjab State eGovernance Society for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 4.3.2. All prospective Bidders that have received the Bidding Document from the Punjab State eGovernance Society will be notified of the amendment in on website. Bidders are advised to regularly visit the website for any updates.
- 4.3.3. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Punjab State eGovernance Society at its discretion, may extend the deadline for the submission of Bids.

4.4. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the Punjab State eGovernance Society will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

4.5. Period of validity of bids (Date till which the bids should be valid)

180 Days from the date of opening of Commercial Bid and shall be binding on the bidder, even if Punjab State eGovernance Society chooses to place the purchase order (PO) or repeat order(s), on or before that date. The Punjab State eGovernance Society however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

4.6. Format and signing of Bid

- 4.6.1. The Bidder shall prepare and submit the original bid, clearly marking "Supply of Toners in the offices of Department of Elections" along with Tender number (as mentioned on the Tender document cover page) on the top of the cover.
- 4.6.2. Technical and commercial bids should be placed in two separate envelopes super scribed "Technical Bid" and "Commercial Bid" respectively.
- 4.6.3. The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract.
- 4.6.4. Person(s) signing the bids shall initial all the pages of the bids.
- 4.6.5. Any interlineations, erasures or overwriting shall be valid only if they are signed and authenticated by the person signing the bids.

4.7. Sealing and Marking of Bids

- 4.7.1. The bidder shall submit their Bid in hard copy (one original and one duplicate copy-for technical & commercial bid).at the office address on or before the last date and time for receipt of Bid as mentioned in document control sheet.
- 4.7.2. Bid shall be submitted in one envelope containing following four envelopes:

Sealed Envelope No. 1 : EMD & Document	The envelope containing only Earnest Money Deposit & Document fee shall be sealed and super scribed —"<Name of Bidder>- " <i>EMD for Tender Document</i> <i>For Supply of Toners for the offices of Department of elections along with Tender reference number</i> ".
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Fee	
Sealed Envelope No. 2 : Technical Bid	<p>a) The envelope containing Technical Bid shall be sealed and superscripted "<Name of Bidder>-Technical Bid (Original Copy) – for Tender Document For Supply of Toners for the Department of elections" along with Tender reference number.</p> <p>b) This envelope should not contain financial bid (in full or part), in either explicit or implicit form, in which case the bid will be rejected.</p>
Sealed Envelope No. 3: Commercial Bid	The envelope containing commercial Bid shall be sealed and superscripted "<Name of Bidder> - Commercial Bid (Original Copy) for "Tender Document For Supply of Toners for the Department of elections"" along with Tender reference number.
Sealed Envelope No. 4 Outer Envelope	All the above 3 envelopes should be put in envelope no. 4 which shall be properly sealed and superscripted "<Name of Bidder> Tender Document For " Supply of Toners for department of elections along with Tender reference number"
Sealed Envelope No. 5 DUPLICATE COPY	<p>The envelope containing Duplicate Hard Copies of the following documents shall be sealed and superscripted "<Name of Bidder> - DUPLICATE Copy of Bid Tender Document Supply of Toners for department of elections along with Tender reference number"</p> <p>:-</p> <ol style="list-style-type: none"> a. Sealed DUPLICATE copy of Technical Bid b. Sealed DUPLICATE copy of Commercial Bid
<p>Note:</p> <ol style="list-style-type: none"> a) The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late". b) Failure to mention the address on the outside of the envelope could cause a Bid to be misdirected or to be received at the required destination, after the deadline. c) Any cost/prices should not be indicated in Technical Bid but should only be indicated in the Commercial Bid. d) Punjab State eGovernance Society will not accept delivery of Bid by fax or by email. e) In case any discrepancy is found in the information provided on hardcopy & softcopy, the Punjab State eGovernance Society may also, after assessing the criticality of such misinformation, take decision to disqualify the bidder. f) All envelopes should be packed and sealed with utmost care so that no documents inside the envelope should get damaged or torn while opening the envelopes. 	

4.7.3. If the envelop is not sealed and marked, the Punjab State eGovernance Society will assume no responsibility for the Bid's misplacement or its premature opening.

4.8. Last date for submission of Bids

Last date for bid submission is mentioned in Document Control Sheet.

- 4.8.1. In the event of the specified date for the submission of bids, being declared a holiday for the Punjab State eGovernance Society the bids will be received up to the appointed time on the next working day.
- 4.8.2. The Punjab State eGovernance Society may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Punjab State eGovernance Society and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 4.8.3. Any bid received by the Punjab State eGovernance Society after the deadline for submission of bids will be rejected and returned unopened to the bidder

4.9. Modification And/ Or Withdrawal of Bids:

Bids once submitted will be treated as final and no further correspondence will be entertained after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder. The Punjab State eGovernance Society has the right to reject any or all bids received without assigning any reason whatsoever. The Punjab State eGovernance Society shall not be responsible for non-receipt / non- delivery of the bid documents due to any reason whatsoever.

4.10. Right to Accept & Reject

The Punjab State eGovernance Society reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Punjab State eGovernance Society action.

5.0 Evaluation of Bids

5.1. Clarification of Bids :

During evaluation of Bids, the Punjab State eGovernance Society at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

5.2. Preliminary Examinations:-

5.2.1. In the first stage, Technical Bids will be opened in presence of a Committee appointed for the purpose. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The bidders' representatives who are present shall sign a document evidencing their attendance.

5.2.2. The Punjab State eGovernance Society will examine the Bids to determine whether they are complete, the documents have been properly signed; supporting papers/documents attached and the bids are generally in order.

5.2.3. Prior to the detailed evaluation, the Punjab State eGovernance Society will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The Punjab State eGovernance Society determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Punjab State eGovernance Society would also evaluate the Bids on technical parameters.

5.2.4. If a Bid is not substantially responsive, it will be rejected by the Punjab State eGovernance Society and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

5.2.5. The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

5.2.6. All the bidders who qualify in Technical evaluation would be shortlisted. Commercial bids of only shortlisted bidders would be opened.

5.3. Arithmetic errors & correction

Arithmetic error, if any, in the commercial bid will be rectified on the following basis:

- 5.3.1. If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected.
- 5.3.2. If there is discrepancy in the unit price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the Toner shall be taken as correct.
- 5.3.3. If the Supplier has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted shall be taken as correct.
- 5.3.4. The Punjab State eGovernance society at its discretion can ask the Suppliers for the demonstration of all or some components/features of the equipment quoted by them. However, the Punjab State eGovernance Society will not pay/reimburse any expenditure incurred by the Supplier for arranging the demonstration.
- 5.3.5. Bidder shall NOT contact the Punjab State eGovernance Society on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from the Punjab State eGovernance Society.
- 5.3.6. Any effort by the Bidder to influence the Punjab State eGovernance Society in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidder's Bid.

5.4. Award of Contract

- 5.4.1. The bidders who whose total bid value shall be lowest would be considered as L1 (successful) bidder.
- 5.4.2. The Punjab State eGovernance Society will award the contract to the successful Bidder(s)
- 5.4.3. The Punjab State eGovernance Society reserves the right at the time of award of contract to exclude any item, increase or decrease of the quantity of Toners or change in location where equipment are to be supplied from what

was originally specified while floating the tender without any change in unit price or any other terms and conditions.

- 5.4.4. There shall be no post tender negotiations with L1 or any other participating bidder.

6.0 General Terms and Conditions

6.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- 6.1.1. "The Contract" means the agreement entered into between the Punjab State eGovernance Society represented by its Officer and the Supplier(successful bidder), as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 6.1.2. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- 6.1.3. "The Services" means those services ancillary to the supply of the Toners, such as transportation and insurance, and any other incidental services, such as installation, Warranty, commissioning, support, maintenance, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;
- 6.1.4. "TCC" means the Terms and Conditions of Contract contained in this section;
- 6.1.5. "The Supplier" means the individual or firm supplying or intending to supply the Toners under this Contract; and
- 6.1.6. "location/office/site" means various locations as suggested by Punjab State eGovernance Society
- 6.1.7. The 'Committee' means bid evaluation committee as constituted by Punjab State eGovernance Society
- 6.1.8. "Society" means Punjab State eGovernance Society (PSeGS)
- 6.1.9. "Items/Equipments" means Toners.

6.2. Use of Contract Documents and Information

- 6.2.1. The Supplier shall not, without the Punjab State eGovernance Society prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or

on behalf of the Punjab State eGovernance Society in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 6.2.2. The Supplier will treat as confidential all data and information about the Punjab State eGovernance Society obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Punjab State eGovernance Society.

6.3. Subcontracts

- 6.3.1. The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, outsource or subcontract the work.

6.4. Delivery and Installation

- 6.4.1. All Toners shall be supplied delivered within 08 (Eight) weeks from the date of purchase order at Punjab State eGovernance Society specified location/office.

- 6.4.2. The penalty of Late supplied Toners would be 1% of value of late supplied item(s) per week starting from 9th week onwards subject to maximum of 20% of value of late supplied item(s). After the penalty amount reaches the beyond 20% of Late supplied item(s) the contract is liable to terminated and Society may purchase the toners from other sources and the PBG shall be forfeited.

- 6.4.3. Delivery of the Toners shall be made by the Supplier in accordance with the terms of the Purchase Contract. The Supplier shall take responsibility of the Toners till it reaches the delivery destination as informed by the Punjab State eGovernance Society transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Supplier shall organize the Road Permits wherever required, any letter required for this will be given by the Punjab State eGovernance Society.

- 6.4.4. Installation will be treated as incomplete in one/all of the following situations:

6.4.4.1. Non-delivery of Toners or other components and software modules mentioned in the order

6.4.4.2. Non-delivery of supporting documentation

6.4.4.3. System operational, but unsatisfactory to the Punjab State eGovernance Society.

6.4.5. The Punjab State eGovernance Society will consider the inability of the Bidder to deliver or install the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder. The liquidation damages represent an estimate of the loss or damage that the Punjab State eGovernance Society may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

6.4.6. The Punjab State eGovernance Society shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

6.4.7. Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

6.4.8. The Supplier shall integrate the equipment with the existing infrastructure, if required, without any extra cost.

6.5. Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder:-

- I. Original copy of Supplier's invoices showing contract number, Toners description, quantity, unit price and total amount;
- II. Packing list of all parts being supplied with the main equipment
- III. Manufacturer's / Supplier's warranty certificate;
- IV. Supplier's factory inspection report and Quality Control Test Certificates.
- V. The Supplier to submit insurance certificate along with delivery documents.
- VI. Any other requisite documents required to meet the order obligation

6.6. Price

6.6.1. Prices quoted by the bidders shall include all taxes, VAT, duties, levies, transportation costs, Octroi, other statutory levies and insurance costs, cost of services, warranty till the equipment is accepted by the Punjab State eGovernance Society.

6.6.2. Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to

fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.

6.6.3. Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the Punjab State eGovernance Society all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

6.6.4. Punjab State eGovernance Society will not provide any Sales tax/VAT Concession Form.

6.7. Terms of Payment

6.7.1. Standard payment terms:-

6.7.1.1. 80% after Supply, delivery, verification, inspection and installation of Toners as per Purchase Order/Contract.

6.7.1.2. 20% after One month of Successful supply of Toners.

6.7.1.3. All the payments will be made by Punjab State eGovernance Society through account payee cheque only.

6.7.1.4. Supplier will be required to furnish the documentary proof of delivery, and acceptance duly signed by authorized officials of Punjab State eGovernance Society while claiming the payment.

6.7.2. Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of Toners at location including incidental services and commissioning.

6.7.3. The Bidder must accept the payment terms proposed by the Punjab State eGovernance Society The financial bid submitted by the Bidder must be in conformity with the payment terms proposed by the Punjab State eGovernance Society Any deviation from the proposed payment terms would not be accepted. The Punjab State eGovernance Society shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the Punjab State eGovernance Society.

6.7.4. All Payments will be made to the Bidder in Indian Rupee only.

6.7.5. The payments shall be subject to Tax deducted at source (TDS)

6.8. Governing language

6.8.1. The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

6.8.2. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with supply of toners. The language of the documentation should be English.

6.9. Applicable laws

6.9.1. The Contract shall be interpreted in accordance with the laws prevalent in India.

6.9.2. Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Punjab State eGovernance Society about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Punjab State eGovernance Society and its employees/ officers/ staff /personnel /representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

6.9.3. Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Punjab State eGovernance Society and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom and the Punjab State eGovernance Society will give notice of any such claim or demand of liability within reasonable time to the bidder.

6.10. Performance Bank Guarantee (PBG)

6.10.1. The Supplier will submit an unconditional Performance Bank Guarantee (PBG) of an amount equivalent to 10% of contract value within Fifteen (15) days of declaring him L1 bidder, as per the format provided by Punjab State eGovernance Society failing to which the EMD would be forfeited and tender would be scrapped. The PBG shall be valid for one year.

6.11. Inspections and tests

6.11.1. In the event of item failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Punjab State eGovernance Society reserves the right to cancel the Purchase Order.

6.11.2. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

6.12. Warranty

6.12.1. The Bidder warrants that the Toners supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.12.2. The Bidder further warrants that all the Toners supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Punjab State eGovernance Society Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Toners in the conditions prevailing at the final destination.

6.12.3. On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The Supplier will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of One (1) years from the date of acceptance of the equipment. Defective hardware shall be replaced by the Supplier at his own cost, including the cost of transport.

- 6.12.4. During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.
- 6.12.5. The Punjab State eGovernance Society shall promptly notify the Bidder in writing / e-mail / fax of any claims arising under this warranty.
- 6.12.6. Upon receipt of such notice the Bidder shall repair or replace the defective Toners or parts thereof, without any cost to the Punjab State eGovernance Society
- 6.12.7. The Bidder must provide the following warranties:
- 6.12.7.1. The equipment proposed is complete in every way.
- 6.12.7.2. The hardware specification, capabilities and performance characteristics are as stated in the Bidder's Bid and accompanying documentation.
- 6.12.8. In case equipment, or peripheral are taken away for repairs, the Supplier shall provide a similar standby equipment so that the equipment can be put to use in the absence of the originals/ replacements without disrupting the Punjab State eGovernance Society regular work.
- 6.12.9. If during operation, the down time of any piece of equipment or component thereof does not prove to be within two weeks, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the Punjab State eGovernance Society.
- 6.12.10. Free on-site maintenance services shall be provided by the Supplier during the period of warranty.
- 6.12.11. In case of default, society will have the right to arrange such task of maintenance/ loading/ configuring at the risk and cost of the vendor, from any other source and shall raise bills to the vendor. The vendor shall clear such bills within 7 days.
- 6.12.12. All these terms and conditions will be applicable to the supplier during Warranty period.
- 6.12.13. In case of default, the client will have the right to arrange maintenance at the risk and cost of the vendor, from any other source and

shall adjust the charges from the payment due to the vendor. Client's decision shall be final in this regard and will be binding on the vendor.

6.13. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Toners or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the Punjab State eGovernance Society is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Punjab State eGovernance Society will give notice to the Supplier of such claim, if it is made, without delay.

6.14. Force majeure

6.14.1. If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

6.14.2. If a Force Majeure situation arises, the Bidder shall promptly notify the Punjab State eGovernance Society in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the Punjab State eGovernance Society in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

6.15. Repeats Order

The Punjab State eGovernance Society reserves the right to place repeat order for any additional requirement of equipment at the offered price within the validity period of bid.

6.16. Forfeiture of performance Bank Guarantee (PBG)

The Punjab State eGovernance Society shall be at liberty to set off/adjust the proceeds of the performance Bank Guarantee (PBG) towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the Punjab State eGovernance Society right to proceed against the Supplier in the event of the PBG being not enough to fully cover the loss/damage.

6.17. Termination

The Punjab State eGovernance Society may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Punjab State eGovernance Society. The Punjab State eGovernance Society reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- 6.17.1. Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- 6.17.2. Delay in delivery beyond the specified period;
- 6.17.3. Delay in completing installation and acceptance tests / checks beyond the specified periods;
- 6.17.4. Serious discrepancy in Toners noticed during the pre-dispatch factory inspection; and

In addition to the cancellation of purchase contract, the Punjab State eGovernance Society reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

6.18. Resolution of Disputes

- 6.18.1. It will be the Punjab State eGovernance Society endeavour to resolve amicably any disputes or differences that may arise between the Punjab State eGovernance Society and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result. In case of Dispute or difference arising between the Punjab State eGovernance Society and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the Punjab State eGovernance Society and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the

reference. The decision of the Umpire shall be final.

6.18.2. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Punjab State eGovernance Society or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

6.18.3. Arbitration proceedings shall be held at Chandigarh, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Chandigarh, India only.

6.18.4. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7.0 Bid Forwarding Letter

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No:

Date:

To,

The

Tel.

Sub: Tender No.....Dated.....For supply of Toners

Dear Sir,

1. This is in reference to your above mentioned tender for the procurement of Toners. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our Bid along with necessary supporting documents.
2. We, the undersigned, offer to supply and deliver Toners including installation and commissioning in conformity with the tender.
3. We undertake to deliver the Toners in accordance with the delivery schedule specified in the Tender, if our bid is accepted.
4. If our bid is accepted, we will provide Bank guarantee in your favour for a sum equivalent to 10% of the contract price for the due performance of the contract in the format prescribed by the purchaser.
5. We agree to abide by this bid for the period of 180 days from the date of opening of commercial bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal contract is prepared and executed, this bid, together with Punjab State eGovernance Society's written acceptance thereof and the Punjab State eGovernance Society's notification of award shall constitute a binding Contract between us.
7. We undertake that this is our sole participation in this bid and we are not participating/co-participating through any of other related party or channel.

8. We agree that the Punjab State eGovernance Society will have Single Point of Contact with us, at the address stated below for the entire Toners to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact

.....

.....

9. We understand that the Punjab State eGovernance Society is not bound to accept the lowest of any bid the Punjab State eGovernance Society may receive.

10. Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Punjab State eGovernance Society reserves the right to consider/reject any or all applications without assigning any reason thereof.

Place:

Name of the Authorized Person

Date:

Signature with Seal

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

* * * * *

8.0 Technical Bid cum Compliance Sheet:

- i. All fields to be filled completely and proof of the same to be attached, wherever required.
- ii. *Bidders are required to provide details in the format given below however, separate sheet for each reference may be attached, wherever required:-*

Sr. No.	Particulars	Eligibility Criteria	Documents Required	Pg No	Compliance (Y/N)
1.	RFP fee & EMD	RFP Fess & EMD	Demand drafts as per Document Control sheet		
2.	Legal Entity	a. Bidder should be registered either under Indian Companies Act, 1956 or registered under Limited Liability Partnerships (LLP) Act, 2008 b. Registered with the Sales Tax Authorities	a. Certificate of Incorporation b. Registration Certificate		
3.	Participation	Should be Original Equipment Manufacturer (OEM) or Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM.	1. In case of OEM-Certificate of Registration/ Incorporation 2. In case of Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM- I. Certificate of Registration/ Incorporation II. Authorisation letter from OEM		
4.	Sole Participation	The OEM and the Authorised channel Partner of the same OEM are not allowed to participate as different bidders for the same brand.	Self-Certified letter		
5.	Relevant Business Continuity	The Bidder should be in the business of Authorised Business Partner/Channel Partner of the OEMs (Original Equipment Manufacturer) in IT Hardware & Peripherals and should have been in this business for a period for minimum three years as on 31.03.2013.	Certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).		
6.	Turnover	<u>In case, bidder is Principal / OEM Company,</u> minimum average annual turnover in last three (3) financial years ending 31st March 2013 should be Rs 10 Crore from the sale of Computer Systems & Peripherals. <u>In case the bidder is Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM</u>	Extracts from the audited balance sheet and profit & loss along with authentic certificate from the practising fellow member of Institute of Chartered Accountant of India (FCA).		

		<p>Minimum average annual turnover of the bidder in last three (3) financial years ending 31st March 2013 should be Rs 2 Crore from the sale of Computer Systems & Peripherals.</p> <p>and</p> <p>Minimum average annual turnover of the Principal / OEM Company in last three (3) financial years ending 31st March 2013 should be Rs 10 Crore from the sale of Computer Systems & Peripherals.</p>			
7.	Work Experience	<p><u>In case of Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM</u> - Bidder should have successfully delivered and installed at least Four Hundred Toners (400) in single order in last 3 years Or Bidder should have successfully delivered and installed at least Two Hundred Toners (200) in each of two orders in last 3 calendar years ending 31.12.2013</p> <p><u>In case of OEM</u> - The Bidder must have supplied at least 8000 Toners in last 3 calendar years ending 31.12.2013</p>	<p><u>In case of Authorized Dealer/ Distributor/Reseller/ Channel Partner of OEM</u> -Relevant Purchase orders or work completion/Delivery certificate by client & Sale Numbers duly certified by Chartered Accountant</p> <p><u>In case of OEM</u> - Sale Numbers duly certified by Chartered Accountant</p>		
8.	Income tax Certificate	The Bidder must have valid PAN issued by Income Tax Authorities, India.	Copy of PAN card		
9.	Sales tax Certificate	The Bidder must have valid VAT/ST/CST Number	Copy of VAT/ST/CST registration certificate		
10.	Certifications	<p>a. The bidder should quote the products of only those OEM which are ISO 9001:2000 or higher level certified Company.</p> <p>b. The Supplied toners should be genuine product of Hardware of the OEM</p>	<p>a. Self-certified copy of certification valid on date of bid submission.</p> <p>b. Certified Valid copy from OEM</p>		
11.	Authorisation from OEM	The bidder must attach Manufactures Authorization certificate & Back-to-back support letter from OEM's for providing Comprehensive Maintenance support and services of the equipment's covered under the RFP.	Manufacturer Authorization Certificate issued by OEM.		
12.	Service & Support Mechanism	The Bidder should certify that they have OEM support mechanism in Tricity (Chandigarh/Panchkula/Mohali) /Punjab either directly through their OEM support office or through their authorized channel	Undertaking from the authorised signatory of the OEM along with the address of the centres in (Chandigarh/Panchkula/Mohali) /Punjab		

		partners/dealers. The OEM must have at least one authorized service centres in Punjab / Chandigarh			
13.	Consortium	No consortium is allowed	Self-Certified letter		
14.	Disclosers	<p>Bidder to submit the undertaking that the Bidder :-</p> <p>a. Has not been ever under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./ Central Govt./ PSU for any reason.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by court or judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons</p> <p>c. And their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.</p> <p>d. The prices being offered are not higher than the prices offered to any government department in last 6 months as on the date of bidding.</p> <p>e. Comply with the code of integrity as specified in the bidding document.</p>	Self-Certified letter		

Place:
Authorized Person

Name of the

Date:
with Seal

Signature

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

* * * * *

9.0 Forms & Performa

9.1. Manufacturers Authorisation Form

(This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the bidder in its bid)

Ref. No:

Date:

To,

The,

Sub: Supply Toners

Dear Sir,

We.....who are established and reputable manufacturers of do hereby authorize M/s [Name and address of Supplier] to supply the Toners manufactured by us on our behalf. We undertake that we shall extend our full guarantee and warranty as per any contract signed by M/s [Name and address of Supplier] for all our manufactured Toners offered for supply by the above firm on our behalf.

The above Authorization is Valid till.....[date]

Yours faithfully,

Name & Seal of the manufacturer

Verification Point of Contact of the Manufacturer

Place:

Name of the Authorized Person

Date:

Signature with Seal

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

9.2. Performa of Indemnity

This is to certify that M/swho have supplied Toners to Punjab State eGovernance Society vide Tender No.....datedhave all required rights for the supply of the Toners supplied.

Further, M/s.....is willing to indemnify Punjab State eGovernance Society against any claims due to violation of any patents and copyrights for the Toners sold under licensing agreement from us.

Place:

Name of the Authorized Person

Date:

Signature with Seal

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

9.3. Undertaking of Authenticity of Toners

(To be signed by authorized person of the supplier organization. In case of Company, Special Power of Attorney is required to be attached)

With reference to the equipment being quoted to you vide our bid No.:.....dated....., we..... hereby undertake that all the components / parts / assembly / software/ accessories used in the equipment under the above shall be original new components / parts / assembly / software only and that no refurbished/ duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate and also that it shall be sourced from the authorized.

Place:

Name of the Authorized Person

Date:

Signature with Seal

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)

10.0 Commercial Bid

Sr. no.	Printer	Toner	Qty. Required	Basic Rate Per Unit (INR)	Applicable Taxes & Duties Per unit (INR)	Gross Rate Per Unit (INR) in figure	Total Cost In figures (INR)
			A	B	C	D=B+C	E = (A x D)
1.	HP Printer 4515 N	364-A	77				
2.	HP Printer 4515 N	11-A	129				
3.	HP Printer 4515 N	12-A	55				
4.	HP Printer 4515 N	42-A	39				
5.	HP Printer 4515 N	38-A	11				
6.	HP Printer 4515 N	51-A	74				
7.	HP Printer 4515 N	88-A	16				
8.	HP Printer 4515 N	36-A	11				
9.	Canon Printer 6300	319	33				
Total Bid Value (Amount in figure (INR) sum of column 'E')							
Total Amount in words:							

* The bids shall be evaluated on the basis of Total Bid Value

Place:

Name of the Authorized Person

Date:

Signature with Seal

(Signature in the Capacity of)
Duly authorized to sign bid for and on behalf of
(Name & Address of Bidder)