

Tender
For
Supply of Cartridge
At
GB PANT INSTITUTE OF ENGINEERING &
TECHNOLOGY

BID No.	:	3038/Reg.off/2020
Bid Issue Date	:	06 November 2020
Last Date of Submission	:	25 November 2020 at 03.00 PM
Bid Opening Date	:	25 November 2020 at 03.30 PM

Tender documents may be downloaded from web site www.gbpec.ac.in.



**Govind Ballabh Pant Institute of Engineering &
Technology**

Ghurdauri, Pauri Garhwal, Uttarakhand
Pin- 246194
Fax: 01368- 228062
Website: www.gbpec.ac.in

Govind Ballabh Pant Institute of Engineering & Technology, Pauri is an Institute with total commitment to quality and excellence in academic pursuits. The Institute invites **bids in two bid system** for tenders for supply of Cartridge at GBPIET, Pauri .You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

S. No.	Item Description	Qty.
1	12 A Cartridge	50
2	88 A Cartridge	25
3	78 A cartridge	15
4	15 A cartridge	15
5	975XL Black	05
6	975XL cyan	02
7	975XL Megenta	02
8	975XL yellow	02
9	HP Cartridge - 10002YC	10
10	Cartridge for Xerox B7035	20

(Refer Details as per Annexure – “I”)

Instructions for the Tenderer/ Contractor/ Bidders:-

1. **Bids shall be submitted at Administrative Block – Store and purchase cell , Govind Ballabh Pant Institute of Engineering & Technology, Pauri Garhwal.**
2. **Tenderer/Contractor/Bidders are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer/Bidders for the submission of the bids.**
3. Bid documents may be downloaded from with Institute website www.gbpec.ac.in.
4. **Tender Cost Fee:**

Applicant contractor must submit the demand draft/ Cash in account section for Rs 1,500/- (Rupees One Thousand Five hundred only) + GST at 18% in favour of Director -Govind Ballabh Pant Institute of Engineering & Technology, Pauri Garhwal obtained from any Nationalized/ scheduled Bank valid for three months as a tender fees. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on Government. The Demand Draft submitted for tender fee shall be non-refundable.
5. **EMD Payment:**

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 30,000/- (Thirty Thousand Only)** by way of FDR/ demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of “ **Director GBPIET, Pauri Garhwal** ”. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract.

 - a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - b) The Firm who are registered with MSME/ OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide along with technical bid)
 - c) The EMD, in case of unsuccessful Bidders shall be retained by GBPIET, Pauri Garhwal till the finalization of the tender. No interest will be payable by GBPIET, Pauri Garhwal on the EMD.
6. **The Bid documents of original instruments in respect of cost of tender document, earnest money deposit etc. must be delivered to the GBPIET, Pauri Garhwal on or before last date/time of Bid Submission as mentioned above. The bid without tender fee and EMD will be summarily rejected.**

7. Submission of Tender:

The tender shall be submitted in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

I. Technical Bid

The following documents are to be furnished by the bidder along with **Technical Bid** as per the tender document:

- a) Duly filled format of Technical Bid
- b) Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc.
- c) **Financial Status:** - Bidder must have an average annual turnover of Rs. 40 lakh during the last 3 financial year through supply/sale of fitness equipment, sports goods, sports accessories, etc. (Documentary proof like financial statement /Balance sheet from Chartered Accountant/ equivalent statutory authority to be submitted). In case the firm is new or registered in 2020 the Financial Turnover of the Manufacturer will be considered 10 times of the Average annual turnover.
- d) **The technical bid should be accompanied by Demand draft of Rs. 1500/-+ GST (non- refundable) against tender fee and Demand Draft for an amount of Rs. 30,000/-. The FDR/Demand Draft of tender fee and EMD should be prepare separately and drawn in favour of Director GBPIET, Pauri Garhwal ..**
- e) Copy of Income Tax Return/ balance Sheet for last Three years.
- f) Copy of PAN Card
- g) Copy of GST registration certificate.
- h) Certificate as per given Annexures.
- i) Catalog/ brochure/Technical Data
- j) Duly Signed Tender document and their annexures.
- k) All other document mentioned in tender document.

II. Financial Bid

- a) Price bid Form [As per Annexure-IV duly filled and signed] - Price must be quoted as per format specified; failing which tender shall be summarily rejected.

General Term & Conditions

1. **Validity:** The quoted rates must be valid for a period for 180 days from the date of closing of the tender. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

2. Technical Evaluation:

- (a) Detailed technical evaluation shall be carried out by Institute pursuant to conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any deviation. The Institute's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. The Institute shall evaluate the technical bids also to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are in order.
- (b) **GBPIET, Pauri Garhwal** shall have right to accept or reject any or all tenders without assigning any reasons thereof.

3. Financial Evaluation:

- (a) The financial bid shall be opened of only those bidders who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The institute shall inform the date, place and time for opening of financial bid.
- (b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the Institute. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

(c) After due evaluation of the bid(s) “ **Director GBPIET, Pauri Garhwal** will award the contract to the lowest evaluated responsive tenderer. Conditional bid will be treated as unresponsive and will be rejected.

4. **Award of Contract:** The Institute shall consider placement of orders for jobs on those bidders whose offers have been found technical and financially acceptable. The Institute reserves the right to counter offer price(s) against price(s) quoted by any bidder.
5. **Signing of Contract:** The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within fifteen days of the issue of the Letter of notification of award along with performance security. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled.
6. **Rate:** Prices of individual items should be inclusive of all taxes and duties including, Customs Duty, Excise Duty, etc. It should also include packing, forwarding, transport, insurance, loading/ unloading, installation etc. GST shall be extra. Rate should be quoted only in Indian Rupees (INR) on DOOR Delivery Basis at “ **Director GBPIET, Pauri Garhwal**. Inclusive of all the Charges, with break-ups as:
 - Basic Cost.
 - GST/Other taxes.
 - Total Cost (F.O.R. at “ **Director GBPIET, Pauri Garhwal**).
7. **Authority of person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority to do so, the “ **Director GBPIET, Pauri Garhwal** may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages.
8. **Delivery and Installation:** The items shall be delivered and successful installed/ commissioned within **30 days** from the issue of supply order at “ **Director GBPIET, Pauri Garhwal** premises. The successful tenderer will also provide required training free of cost for supplied items at “ **Director GBPIET, Pauri Garhwal**. The goods should be manufactured after adoption of latest technology.
All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week of the total order

value shall be levied subject to maximum of 10% of the total order value.

If at any time during the currency of the contract, the supplier encounters conditions hindering timely of the goods and performance of services, the supplier shall promptly inform the **Director GBPIET, Pauri Garhwal** for extension of the delivery schedule accordingly. On receiving the supplier's communication, the **Director GBPIET, Pauri Garhwal** shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

9. **Right of acceptance:** The **Director GBPIET, Pauri Garhwal** reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. **The Director GBPIET, Pauri Garhwal** reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason

There of and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

10. Inspection:

- (a) **Director GBPIET, Pauri Garhwal** shall have the right to inspect and/or to test the goods to confirm their conformity to the NIT Specifications at no extra cost to the Purchaser.
- (b) **Director GBPIET, Pauri Garhwal** right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by **Director GBPIET, Pauri Garhwal** prior to the goods shipment.
- (c) The **Director GBPIET, Pauri Garhwal** shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- (d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

11. **Payment Term:** The Bill in triplicate may be send to this office for settlement after satisfactorily delivery & installation/ commissioning of the material. The bill should have full particulars of the items. No Payment shall be made in advance nor shall the loan from any or financial institutions be recommended on the basis of the order of award of work. The

Contractor shall submit the bill only after supply & installation/ commissioning of the material to the satisfaction of the **Director GBPIET, Pauri Garhwal**. The case of issuing sanction and passing of bill for payment will be initiated on receipt of a pre-receipted invoice from the Contractor. No payment will be made for goods rejected.

12. **Specification:** Bids which are not meeting the bid specifications are not permitted and will be rejected.
13. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to be made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, The decision of **Director GBPIET, Pauri Garhwal** will be final.
14. **Breach of Terms and Conditions:** In Case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by **Director GBPIET, Pauri Garhwal** in that event the EMD shall also stands forfeited.
15. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of **Director GBPIET, Pauri Garhwal**, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
16. **Insolvency etc:** In the event of the firm being adjudged insolvent or having receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified **Director GBPIET, Pauri Garhwal** shall have the power to terminate the contract without any prior notice.
17. The Purchase Committee of **Director GBPIET, Pauri Garhwal** shall go into all aspects including cost factors of major Gym Equipment's and then decide for awarding of the tender, by quoting lower rates in respect of some items, a firm does not become entitled to awarding the contract in its favour of those item(s).

The committee will reject the quotations of the bidders whose quotation will not found of quality required by **Director GBPIET, Pauri Garhwal**, reserves the right to accept/ reject any quotation either in part or full without assigning any reason thereof, or award the contract to different supplier(s), for different item(s), if feasible after considering the credentials, manufacturing, capability, quality and distribution rights of the item(s). The firm are, therefore, requested to attach their credentials in regard to supply of items and experience in the field, distribution rights and their annual turnover.

18. The Tenderers should furnish a copy of GST registration number. Tenders not complying with this condition will be rejected.
19. GST/ Taxes if payable extra should be clearly mentioned otherwise no GST/Taxes charges will be paid.
20. The items will have to be supplied at **Director GBPIET, Pauri Garhwal**. No transportation/ cartage charges will be provided for the same.
21. Bidder shall submit a copy of the tender document and addendum/corrigendum thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
22. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
23. The **Director GBPIET, Pauri Garhwal** reserve the right to accepting the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The **Director GBPIET, Pauri Garhwal** reserve the right to reject any or all tenders /quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

24. Applicable Law:

- The contract shall be governed by laws and procedures established by Govt. of Uttarakhand , within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing.
- Any disputes are subject to exclusive jurisdiction of competent court and forum in Pauri Garhwal, India only
- The Arbitration shall be held in accordance with the provision of the Arbitration and conciliations Act, 1996 and the venue of arbitration shall be at Pauri Garhwal. The decision of the Arbitrator shall be final and binding on the both parties.
- Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

REGISTRAR
GBPIET, Pauri Garhwal

(In Separate sealed cover-I super scribed "Technical Bid")

S. No.	Details of the Tenderer/Bidder	Remarks
1	Name and Address of the Tenderer/Bidder	
2	Complete Address:	
3	State clearly whether it is sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization	
4	Details of the Earnest Money Deposit (EMD) (Yes/No) DD No: Dated: Drawn on Bank: Amount: (Rupees.....)	
5	Details of the cost of the Tender documents (Yes/No) DD No: Dated: Drawn on Bank: Amount: (Rupees.....)	
6	Whether each page of BID and its annexure have been signed and stamped	
7	Whether Bidders have quoted for each and every item mentioned in Financial Bid (Yes/No) (If No, then please attach a list of quoted items with the Technical Bid without indicating price)	
8	Copy of GST Registration	
9	Permanent Account No.	
11	Copy of Income Tax Return / Balance Sheet for last Three years	
12	Catalog of quoted Make & Modal	
13	Email ID	
14	Contact No.	

Date:

Place:

Name

Business Address

Signature of Bidder

Seal of the Bidder

:

:

:

:

CERTIFICATE

(To be submitted on letter head of the company/ firm)

I hereby certify that the above firm has not been ever blacklisted by any Central/State Government/Public Undertaking/Institute on any account.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

I also certify that firm will be supplied the item as per the specification given by institution and also abide all the terms & conditions stipulated in tender

Date:	Name	:
Place:	Business Address	:
	Signature of Bidder	:
	Seal of the Bidder	:

Financial Bid

(To be submitted on letter head of the company/ firm)

S. No.	Item Description	Qty (A)	Quoted Make	Quoted Model	Rate in Rs. (for per unit) (B)	GST (C)	Total Amount D = (B+C)
Part A – Cartridge							
1	12 A Cartridge	50					
2	88 A Cartridge	25					
3	78 A cartridge	15					
4	15 A cartridge	15					
5	975XL Black	05					
6	975XL cyan	02					
7	975XL Megenta	02					
8	975XL yellow	02					
9	HP Cartridge - 10002YC	10					
10	Cartridge for Xerox B7035	20					
Total Price in Rs (in figure)							
Total Price in Rs (in Words)							

1. Part A, B & C will be evaluated on composite basis separately and in part D items will be evaluated each item separately.
2. Quantity mentioned above is tentative, it may increase or decrease as per site requirement.
3. I/We have gone through the terms & conditions as stipulated in the tender enquiry document and confirm to accept and abide the same.
4. The contractor shall take into account all the costs involved in compliance of all the conditions, installation and required accessories as stated above while quoting his rates in tender.
5. No other charges would be payable by the Institute.

Date:

Name :

Place:

Business Address :

Signature of Bidder :

Seal of the Bidder :