



Thane Municipal Corporation

Tender Document For

**Supply of Compatible Toner cartridges along with maintenance
of Printers For the period of 2 Years for All locations Of Thane
Municipal Corporation**

Issued To : _____
(Vendor's Name)

Issued By : _____
(Name) (Designation) (Signature)

Price of Blank Tender Document : Rs. 5,346/-



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THANE MUNICIPAL CORPORATION, THANE

Tender Notice

Online Tenders are invited by Thane Municipal Corporation, Thane for the following work from experienced and registered bidders. Blank Tender forms are available on T.M.C.'s Website www.thanecity.gov.in or <https://eprocurement.synise.com/tmc> from 09/10/2015 to 02/11/2015. Online tenders shall be accepted up to 02/10/2015 at 16.00 Hrs. All tenders are cautioned that the tenders containing any deviation from the contractual terms and conditions, specifications and other requirements and conditional tenders will be rejected. If possible, Tender shall be opened on same day at 17.00 hrs in the presence of bidder or their authorized representatives.

Name of work: Supply of Compatible Toner cartridges along with maintenance of Printers for the period of 2 Years for All locations Of Thane Municipal Corporation.

2. **Blank Tender Cost (BTC) :**Rs. 10,692 /- (Non refundable, includes tender fee &VAT)

3. **Earnest Money Deposit (EMD) :** Rs.1,50,000 /- (one lac fifty Thousand Only)

4. **Security Deposit (SD) :**5% of sanctioned Tendered Amount.

5. **Validity Period:** The offer of the Bidder shall remain valid for 180 days from the date of opening of financial Bid.

6. **Codes :**

Budget Code = 417003

Function Code = 2400

Department Code = 072

The amount for EMD & BTC should be submitted as per E Tendering Procedure as given below and online receipt for the same should be uploaded with the tender document along with technical bid.

Instructions about payment of EMD and BTC :

EMD & BTC fees shall be payable through one of the following modes **ONLY**:

1. Net-Banking
2. Debit Card
3. Credit Card
4. RTGS / NEFT*

* For paying the Document Fees / EMD through above option no 4. RTGS / NEFT, please follow the below process:

1. Please mention the following details while making the **RTGS/NEFT** payment from your Bank:
 - (a) Beneficiary Account Number - <TMCS+Bidder Code> For example, in case your Bidder Code is 123, kindly mention TMCS123 as the beneficiary account number.

(Bidder code shall be available through the E-Tendering portal)
 - (b) Beneficiary Bank Branch - **ICICI Bank Ltd. CMS,EMPIRE COMPLEX, LOWER PAREL,MUMBAI 400 013.**
 - (c) Beneficiary IFSC code - **ICIC0000104**
2. After 24 hrs. Of making the payment, please log in to our portal. While making payment for Document Fee / EMD, please select the RTGS/NEFT payment option at the document fee/ EMD payment screen. Upon doing so, you shall be able to view the funds remitted by you through NEFT/RTGS as available balance.
3. The bidder who is having Small/Micro industries Registration certificate will authorize to not submit the EMD/SD money as per the guidelines of government.
4. Please proceed to make the payment. Upon doing so, the required amount to be paid through the Document fee/EMD, shall get appropriately deducted from the available balance and payment shall be confirmed real time.
5. A receipt number would also get generated after successful payment.
6. Kindly note that the payment is required to be made one day before you would like to make the document fee/EMD payment through our portal.

Please get in touch with M/s.Synise Technologies Ltd. support team in case of any clarification or technical support.

Note for Contractors/Bidders :

It will be solely upon the bidder's choice to select any of these payment options best suited to him. It is understood that the bidder is aware of the payment cycle and other technical requirements/ payment process under each of these modes. It is bidder's responsibility to see that the amount of EMD & cost of Blank Tender Form (BTC) are credited (in case of payment by NEFT/RTGS, the payment referred herein above may not mean final submission of EMD/BTC etc to TMC. The EMD/BTC etc shall be paid/ credited to TMC only when the bidder completes the Tender Document and other formalities online and submits the Tender), in the e-Tender System well before the scheduled time and date, to be able to proceed with final submission of his Tender along with the EMD & BTC to TMC. TMC will not be responsible for any failure on part of the bidder in submission of the Tender and/or the EMD/BTC etc. before scheduled time and date, for any reason whatsoever, including, inter-alia, noncredit of said amounts of EMD/ cost of Blank Tender Form, and therefore no claims shall be entertained on these grounds.

Under this online payment system for e-Tendering the Tenders will not be submitted/ received by TMC unless the EMD & Cost of Blank Tender are received/ credited before scheduled time and date. Hence, bidder shall remit the said amount well in advance. It is clarified that the Tenders – both Technical and Financial – will not be considered for opening if EMD and BTC are not received/ credited before schedule time and date, for any reason whatsoever.

ALERT:-For the RTGS/NEFT payment option, considering that the payments are settled by RBI in batches, it is advisable that the bidder completes the leg of transfer of funds, from his bank account to his own User Account in the e-Tendering system, one day before his desired day of submitting his Tender to TMC.

TWO BID SYSTEM

Offers (Technical Specification & Commercial) must be submitted giving full particulars online through e-tendering process on or before 16.00 Hrs dated 02/10/2015.

ENVELOPE-I (Technical Offer):

Should contain all the Technical specification/Broucher quoted along with all the information asked in the TENDER document which shall be used to consider Technical Qualification of the Bidder. This Envelope should **not** contain any price information.

ENVELOPE-II (Commercial Offer):

The Commercial Offer should be in format given in Annexure - E.

Contact Details

Address of Communication:-

Hon. Dy. Municipal Commissioner (HQ)
Thane Municipal Corporation,
Panchpakhadi, Thane (W) - 400602

Contact Person and Telephone Numbers:-

System Manager,
Computer Department,
Thane Municipal Corporation,
Panchpakhadi, Thane (W) - 400602
Phone No : 022-2544 0641

OBJECTIVE OF TENDER

To get good quality Toners along with the free maintenance of Printers & providing Free Laser Jet Printers through onsite support system.

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

In this tender document and associated documentation, the following terms shall be Interpreted as indicated below:

- a) "OEM" means Original Equipment Manufacturer.
- b) "OBM" means Owned Branded Manufacturer.
- c) "Eligible Bidder" means OEM satisfying qualifying criteria.
- d) "Eligible Partner" means eligible partner of eligible OEM satisfying qualifying criteria.
- e) "Authorized Partner" means an eligible partner authorized by the OEM to participate in the tender.
- f) "The Purchaser" means Thane Municipal Corporation.
- g) "The Bidder" means the eligible manufacturers or eligible authorized partner who bids or offers the goods and services against this tender.
- h) "The Vendor" means the successful bidder with whom the Purchaser enters into an agreement for supply.
- i) "The Contract" means an agreement entered into by the Purchaser with OEM and the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- j) "The Contract Price" means the price payable to the Vendor under the contract for the full and proper performance of its contractual obligations;
- k) "The Goods" means all biometric devices with software, which the Vendor required to supply to the Indentor under the Contract;
- l) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, and training, on-site comprehensive warranty, Testing, annual maintenance and other obligations of the Vendor covered under the Contract.
- m) "Consignee" means the officer authorized by the TMC.
- n) "Non compliance" means failure/refusal to comply the terms and conditions of the tender;
- o) "Non responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Performa or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non submission of tender fee or EMD.

- p) "Testing" means testing of the equipments exclusively from ETDC (Electronics Test and Development Centre). Report to this effect needs to be attached in technical envelope.
- q) "Registered" Means Company registered under Indian companies Act 1956 or firm registered under Partnership Act.

2. SCOPE OF WORK:

- a. The bidder has to provide standard compatible tonners cartridge of own brand for the printers of all the office of TMC as and when needed.
- b. Quality of the toner cartridge (with respect to quantity of the toner powder and quality of the prints) is to be maintained properly same as original. Fading of the prints while printing or over a period will be considered as a 'bad quality of toners' and such toners needs to be replaced with good quality toner without any additional charge. Replaced bad quality toners will not be considered in the cost calculation.
- c. The selected supplier has to maintain the stock of cartridges to avoid shortages & unavailability.
- d. Inventory of printers is to be maintained properly with allocating asset ID to each printer.
- e. A record has to be maintained for tonner supply to each location (printer-wise) and needs to be validated by HOD's of respective departments. Delivery challan needs to be maintained by the bidder against each delivery of toner. Quarterly report of the same is to be submitted to System Manager, Computer Department for evaluation of consumption of toners against each printer.
- f. A record of Printer related issues (maintenance) is to be maintained by the bidder and the report of the same to be submitted on a quarterly basis to System Manager, Computer Department for evaluation of hardware issues of each printer.
- g. The calls (technical and toner requirement) should be attended in 24 hrs during working days. In case of non compliance, a penalty of Rs. 100/- will be charged against each printer per day. In case of major hardware issue of printer wherein it will not be repaired in 3 days, alternate printer's arrangement is to be made by the bidder without any additional cost to TMC.
- h. The selected bidder has to maintain existing and new Laser Printers for next 2 Years (same like comprehensive warranty of those printers is with the bidder.)
- i. TMC will not pay any charges for the maintenance of the printer other than physical damages. It will paid by TMC on at actual basis.
- j. As per the requirement bidder has to provide new standard laser printers during contract period to various departments of TMC.
- k. Provided laser printers should be compatible to use in LAN and USB with/without Duplex.
- l. As per department requirement All-In-One Printer with ADF, Duplex with Network or USB.
- m. The supplied printers will remain the asset of TMC after the end of the contract period (i.e. the printers which has completed the period of Six Months in TMC after installation)

- n. The Bidder has to provide technical support to attend the calls of all locations. The contact name & number (helpline no) is to be displayed on all the printers for technical support.

3. TECHNICAL QUALIFICATION CRITERIA FOR BIDDERS

1. The bidder should submit the EMD and Tender fee through online.
2. The bidder should have his own brand of Cartridge.
3. The bidder should be a profit making company or firm for last three years with minimum 1 crore annual turnover per year.
4. The bidder should have their corporate office and technical team based in Mumbai or Thane.
5. The bidder should be registered under company Act.
6. The bidder should have the experience of similar (own brand recycle toner) supply to any Minimum 3 Govt./ semi Govt. organization and the bidder should submit the latest "PERFORMANCE CERTIFICATE" (dated in financial year 2015-16) from mentioned organizations to justify the continuity in quality and service.
7. The bidder should not be blacklisted by any such organizations. The bidder shall submit an Affidavit (on 100/- Rs. Stamp Paper) verifying that company or firm is not blacklisted.
8. There should not be any complaints against the bidder like delayed in supply, non submission of performance guarantee/Bank guarantee and refusal of supply and for which no punishment of any type should given. The bidder should submit a self declaration as per Annexure -I.
9. The bidder should have ISO 9001:2008 certified companies.
10. The bidder should have ISO 14001 certified companies, for eco-friendly product.
11. The bidder should submit the experience certificate of "maintaining and servicing minimum 200 printers" from any one of the organization listed in performance certificate.
12. The Bidder should submit company documents.
13. The bidder should submit 3 years balance sheet and ITR.

4. SECURITY DEPOSIT

Bidders are required to submit a Security Deposit of 5% (Bank Guarantee for 2% of sanctioned tender value & another 3% will be deducted from every invoice raised by bidder) valid for 2 years or till contract is in force, from the date of execution of the contract. The bank guarantee must be submitted in the format specified in Bid Security Form (Annexure - F). Offers, made without EMD / Bid Security, will be treated incomplete and non-responsive and the same will not be considered. The Bank guarantee must be from a Nationalized Bank/scheduled bank. EMD / Bid Security will be discharged / returned to Unsuccessful Bidders within 30 days from the finalization of the tender. However, for successful bidder, SD

will be discharged on executing the Contract and furnishing the B.G. for Security Deposit/Performance Guarantee of 2% of the contract value.

5. COSTS & CURRENCY

The offer must be given in Indian Rupees only, inclusive the following:

- Cost of the equipment
- Installation and Commissioning charges
- 2 years Comprehensive on-site Warranty charges
- Transportation and Forwarding charges to the site
- Free Printers to TMC's sites as & when required
- All taxes both direct and indirect including service tax and levies like LBT & cess etc.

6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

7. OFFER (Validity Period, Acceptance & Jurisdiction)

The tender offer must be valid for 180 days from the date of opening of the tender. However, the Municipal Commissioner –Thane Municipal Corporation, may extend this period for sufficient days, if the bidder accepts the same in writing.

The TMC reserves the right to accept or reject or cancel any tender or relax any part of the tender offer without assigning any reason thereof.

All the aforesaid items will be purchased for supply and installation at any location within jurisdiction of TMC.

8. FIXED PRICE

The Commercial Offer shall be on a base price basis, excluding of all taxes and levies (all direct and indirect taxes including local duties, levies etc). The bidder can asked for the Tax variations if increased by Govt. of India.

9. METHOD OF SUBMISSION OF TENDER FORM

Online – (www.thanecity.gov.in OR <https://eprocurement.synise.com/tmc>)

10. ENVELOPE - I (TECHNICAL OFFER):

The Technical Offer (T.O.) shall be complete in all respect and contain all information and documents asked for, **except prices**. It must not contain any price information. The T.O. shall have the list of items for which tender has been submitted.

The **Technical Offer** must be submitted in an organized and neat manner. Documents submitted must have the relevance with the technical qualification. If only summary is required, booklet is not to be submitted in this regard. No documents, brochures, leaflet, etc. shall be submitted in loose form or which have not been asked. Brochures leaflet, etc. for the selected products only are to be submitted. Proper references of such documents must be mentioned in index. Bidder will be liable for disqualification if unwanted/irrelevant documents are submitted.

ENVELOPE - I:

The format for submission of Technical Offer is as follows:

| Sr.No | Eligibility Criteria to Participate | Supporting Documents |
|-------|---|---|
| 1 | EMD of Rs.1,50,000/- & Tender Form Fee Rs.5,346/- online e-tendering procedure payment challan. | Online Paid E-Tendering Challan Copy |
| 2 | The bidder should have his own brand of cartridge. | Copyrights & Trademark Registration Certificate |
| 3 | The bidder should be a profit making company or firm for last three years with at least 1 crore annual turnover | Bidders shall submit C.A. Certificate |
| 4 | The bidder should have Corporate office or Technical Support team based in Mumbai / Thane. | Annexure-C with supporting Documents |
| 5 | Bidder should be registered under Company Act. | Company Registration Certificate |

| | | |
|----|---|---|
| 6 | The bidder should be the experience of similar supplies to any minimum three Governments / Semi Government organization with Continuity of work experience certificate | Copies of PO/agreement or Completion Certificate along with latest financial year 2015-16 quality and service certificate from mentioned all sectors/organizations. |
| 7 | The bidder should not be blacklisted by any Govt. / semi government organizations. | The bidder shall submit an affidavit (on 100/- rs. stamp paper) verifying that the company or firm is not black listed. |
| 8 | There should not be any complaints against bidders such as delayed supply, non-submission of performance guarantee B. G and refusal of supply and for which no punishment of any type should have been given. | The bidder should submit a self declaration as per Annexure- I |
| 9 | Company standards | ISO 9001:2008 |
| 10 | environment certificate (eco-friendly) | ISO 14001 |
| 11 | Minimum 200 printers management experience | Certificate from submitted organizations (any one) |
| 12 | Company Documents | VAT, PAN AND TIN CERTIFICATE |
| 13 | The bidder should submit 3 years balance sheet and ITR. | ITR Papers of last 3 years |

11. ENVELOPE-II (COMMERCIAL OFFER)

Bidder shall submit their prices only in the Bid Form (Annexure - E) given in the bid document. Price quoted other than the bid form is liable to be rejected. The Bid Form must be filled in completely, without any errors, erasures or alterations Rate quoted shall be **all-inclusive** Price i.e. inclusive of Supply, Installation, maintenance and 2 Years comprehensive warranty but excluding taxes, duties, levies, LBT etc.

12. COMPLETENESS OF TECHNICAL OFFER

Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as non acceptable. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation before sales", etc. will be treated as being at variance and shall be liable for rejection.

13. ERASURES OR ALTERATIONS AND SIGNING OF TENDER OFFERS

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized in writing to bind the Bidder to the terms and conditions of the tender and the contract. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. The person or persons signing the Tender Offer shall initial all pages of the Tender Offer, except for unamended printed literature. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in that case such corrections shall be initialed by the person or persons signing the offer.

14. TECHNICAL SPECIFICATIONS OF EQUIPMENT

The technical specifications of the equipments / Material List specified in the Annexure – A is the minimum requirements of the purchaser. The Bidder can offer higher/latest specification without changing the make and model of the product. However, if the particular model becomes obsolete and such certificate is produced by the OEM / OBM with supporting document showing the replacement of the existing model with new model with higher specifications.

15. RIGHT TO ALTER ITEMS

The Purchaser reserves the right to include or exclude any tender item/s, and also the Purchaser reserves the right to make change in specifications of any items.

16. SUBMISSION OF TENDER OFFERS

Sealed Tender offers shall be received by Thane Municipal Corporation, online before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

17. LATE TENDER OFFERS

Tender offer brought by the bidder after the deadline prescribed in the tender will not be accepted. Delay due to any technical problem e.g. website login issue, connectivity issue or any other issue at bidder's end will not be considered.

18. MODIFICATION AND WITHDRAWAL OF OFFERS

The Bidder may modify its bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the Purchaser before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

19. TENDER OPENING AND METHOD OF EVALUATION

The technical bids will be opened before the committee in presence of the bidders and the same will be evaluated as per the given qualification criteria and relevant documents in support of them. Commercial bids of only technically qualified bidders will be opened before the committee in presence of the concerned bidders. Decision of the Committee will be final.

20. AWARD CRITERIA

Supply of Toner Cartridges, the L1 price for the equipment and parts will be considered which includes all matching specifications of device.

21. PRELIMINARY SCRUTINY

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence. The TMC will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the qualifying criteria. In no circumstances any deviation in specifications, eligibility criteria will be allowed.

22. CLARIFICATION OF OFFERS

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, fax. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

23. PRICE COMPARISONS

The Purchaser will evaluate Commercial Offers of only short listed technically qualified Bidders. After opening Commercial Offers of the short-listed Bidders they will be determined to be substantially responsive before comparing the commercial bids submitted by the bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

24. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason there for. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

25. CORRUPT OR FRAUDULENT PRACTICES

The Purchaser requires that the Bidders bidding for this bid should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in award of the tender.
- ii) "fraudulent practice" means a misrepresentation of facts in order to influence award of contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;
- iii) The Purchaser will reject a proposal for award if it is prima-facie established that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

26. SIGNING OF CONTRACT

- i. The successful Bidder shall execute an agreement of contract in a given format (Annexure -G) within 15 days from issue of the letter of intent from Thane Municipal Corporation. In exceptional circumstances, on request of the successful bidder in writing for extension, Dy. Municipal Commissioner (IT) reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. Considering the product and specifications, Thane Municipal Corporation reserves the right to eliminate, modify or alter some of the contract terms given in Annexure –G.
- ii. The successful Bidder shall submit Security Deposit in the form of Bank Guarantee from any Nationalized Bank at the time of signing the agreement.
- iii. On failure of execution of the agreement by the successful bidder, E.M.D. furnished will be forfeited.
- iv. Terms and conditions of the contract may vary from product to product and so accordingly some changes may be done even at the time of signing the agreement.

27. SECURITY DEPOSIT

Security deposit as per Annexure - H is 2% of the contract value to be furnished within 15 days from receipt of Letter of Intent from TMC.

28. VALIDITY PERIOD OF THE CONTRACT

This contract shall remain in force for 2 years post signing of the contract from authorities of both the parties. However, this may be extended for the period mutually acceptable to both parties.

29. RESPONSIBILITIES OF OEM/OBM AND PARTNERS

27.1. The service support during the contract period shall be inclusive responsibility of the OEM/OBM and the same shall be discharged through its own service engineer or its authorized channel partner.

27.2. Bidder shall submit the maintenance & support plan to TMC.

27.3 The responsibility of the bidder is to supply brand new and standard products without any damage with its/their installation and commissioning. The vendor shall be responsible for delay in supply, installation & commissioning.

30. QUALITY OF GOODS & SERVICES

30.1. The equipment/product must confirm to the specifications / Material List given in Annexure - A and of desired quality.

30.2. The OEM/OBM as well as the partners shall be jointly and severally responsible for and quality of the supply.

31. REPEAT ORDER

Thane Municipal Corporation reserves the right to place a repeat order for additional requirement of Material at the negotiated price within 12 months of placing the order.

32. DELIVERY DOCUMENTS

- a) 3 copies of the Vendor invoice showing goods description, quantity, unit price, and total amount.
- b) Challan Copies
- c) LBT paid receipt (if Applicable)

33. EXTENSION OF DELIVERY PERIOD

As soon as it becomes apparent to the vendor that the delivery date(s) stipulated in the Supply Order(s) cannot be adhered to, Vendor should apply for extension to the officer(s) who placed the supply order(s) giving reasons for the delay and also the date up to which extension is required. The Officer placing the Supply Order will consider such request and if he has no objection, extend the delivery date suitably.

34. RISK PURCHASE

In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, the intender/buyer reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.

35. TAXES AND DUTIES

Rate for supply of items under this tender should be inclusive of Supply, Installation and 2 years on site comprehensive warranty, all taxes, duties, LBT etc.

36. PAYMENT TERMS

For Toner cartridges 80 % quarterly payment towards supply will be made by the TMC within 20 days after submitting Bill & Challan along with receipt of installation by concern

department. Remaining 20% will be release after receiving performance certificate by concern department after the use of that cartridge.

37. WARRANTY

The OEM/OBM shall provide comprehensive onsite warranty for a period of three years from the date of Agreement.

38. WARRANTY COVER

The Printers should be repaired and made operational within 48 hours, failing which a replacement should be given till the equipment is repaired.

The warranty will cover Teflon, pressure roller, pickup roller, scanner (internal) & Gear assy.

Exclusions :- physical damages, Formatter/power supply board of printer.

39. SUPPORT PLAN OF OEM/OBM

The OEM/OBM shall submit the maintenance & support plan which will include details of contact and escalation matrix to which the buyer will contact for support.

40. PROTECTION AGAINST RISK OF OBSOLESCENCE

40.1 Service Support partner will make the spare parts for the systems available for a minimum period of six years from the time of acceptance of the system. However after 2 years comprehensive warrantee period, TMC will pay actual amount for Spares and Labor.

40.2 During the validity period of the order, if any of the Printers becomes unavailable in the market, the vendor will be bound to supply the next higher version /configuration /family of the machines.

41. INDEMNITY

Service Support partner shall indemnify, protect and save the indent or/buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

42. PUBLICITY

Any publicity by the vendor in which the name of the indenter /buyer is to be used should be done only with the explicit written permission of the indenter/buyer. The vendors shall not

make copy of award of contract at their own end. It will be seen as violation of the terms and condition of the contract.

43. ARBITRATION

43.1 The indenter/buyer and the Vendor shall make every effort to resolve amicably ,by direct negotiation, any disagreement or dispute arising between them under or in connection with the any of the or part of the terms and conditions of the contract.

43.2 If within thirty days from the commencement of such negotiations, the indenter/buyer and the Vendor have been unable to resolve dispute amicably, either party may referred it for resolution to the Hon. Municipal Commissioner, TMC, as a sole arbitrator whose decision shall be final and binding on both the parties.

44. SURVEY AND INFORMATION: Any survey to understand total requirement will be done by bidder at its own cost.

45. LEGAL JURISDICTION

All legal disputes are subject to the jurisdiction of Civil Courts Thane only.

ANNEXURE –A

MATERIAL LIST

INK CARTRIDGE:

| Sr.No | Particular |
|-------|-----------------------|
| 1 | HP 51645 A black (45) |
| 2 | HP 6615 DA black (15) |
| 3 | Lexmark - 17 Black |
| 4 | Lexmark - 27 color. |
| 5 | HP C 8727 A black |
| 6 | HP 678 |

LASER TONER CARTRIDGE :

| Sr. No. | TMC'S OEM Printer Model | Cartridge Model | |
|---------|------------------------------------|-----------------|--|
| 1 | SAMSUNG -MLT -(D1085) | D1085 | |
| 2 | SAMSUNG ML 2245T (101S) | 101S | |
| 3 | SAMSUNG ML 1210D3(1043S) | 1043S | |
| 4 | CC388A TONER(88A) | 88A | |
| 5 | SAMSUNG 2571N (205L) | 205L | |
| 6 | SAMSUNG ML1610 (1610) | 1610 | |
| 7 | SAMSUNG ML-1710 (1710) | 1710 | |
| 8 | EPSON 6200L (ML1200) | 1200 | |
| 9 | Q2612A(12A) | 12A | |
| 10 | SAMSUNG SCX-4521F (4521) | 4521 | |
| 11 | SAMSUNG ML 2851ND (2850) | 2850 | |
| 12 | LEXMARK 27 COLOUR (704) | 704 | |
| 13 | LEXMARK 17 BLACK (704) | 704 | |
| 14 | HP C 9352 AA COLOUR 22 (802) | 802C | |
| 15 | HP C 9351 AA BLACK 21 (802) | 802B | |
| 16 | HP 16A - BLACK (4550) | 4550 | |
| 17 | CB436A TONER(36A) | 36A | |
| 18 | HP 818 BLACK(818B) | 818B | |
| 19 | HP 818 COLOUR(818C) | 818C | |
| 20 | TONER CE310A/RED/BLUE/YELLO (310A) | 310A | |
| 21 | CB 540A BLACK (409) | 409 | |
| 22 | CB 541A CREYAN (409) | 409 | |
| 23 | CB 542A YELLOW (409) | 409 | |
| 24 | CB 543A MAGENTA (409) | 409 | |
| 25 | SAMSUNG SCX 4300 (4100) | 4100 | |
| 26 | SAMSUNG ML 2010 TONER | 2010 | |

| | | | |
|----|---------------------------|------|--|
| 27 | SAMSUNG ML 4050N (4216) | 4216 | |
| 28 | CANON 302 (328) | 328 | |
| 29 | HP C9351AA BLACK (21) | 21 | |
| 30 | HP C9352 AA COLOUR (22) | 22 | |
| 31 | HP 6615 DA BLACK 15 (920) | 920 | |
| 32 | HP 51645A BLACK 45 (951) | 951 | |
| 33 | HP Q6470 K BLACK (4073) | 4073 | |
| 34 | HP Q6471C BLUE (4073) | 4073 | |
| 35 | HP Q6473M RED (4073) | 4073 | |
| 36 | HP Q6472Y YELLOW (4073) | 4073 | |
| 37 | CC388A TONER(88A) | 88A | |
| | | | |

ANNEXURE –B

TENDER OFFER FORM (TOF)

Tender Reference No.: _____ Date: _____ 2015

To:
Municipal Commissioner,
Thane Municipal Corporations
Thane.

Respected Sir,

Having examined the tender documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply of Compatible Toner cartridges along with maintenance of Printers For the period of 2 Years for All locations Of Thane Municipal Corporation** in conformity with the said tender documents.

We undertake, if our tender offer is accepted, to commence delivery within 45 days and to complete delivery of all the items and perform incidental and supervisory services as specified in the Contract within 60 days calculated from the date of receipt of your Notification of Award / Letter of Intent.

If our tender offer is accepted we will obtain the guarantee of bank in a sum of 2% of the Contract Price for the due performance of the Contract.

We agree to abide by this tender offer till 180 days and shall remain binding.

Up on us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender offers, together with your Written acceptance thereof and your notification of award shall constitute a binding contract between us.

We understand that you are not bond to accept the lowest or any offer you may receive.

Dated this ____ day of _____ 2015

Signature: _____

(In the Capacity of:) _____

Duly authorized to sign the tender offer for and on behalf of

Annexure-C

DETAILS OF BIDDER

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| | | | |
|--|-----------|-----------------|--------------|
| 1. Name of the Company | | | |
| 2. Postal Address | | | |
| 3. Communication address in Maharashtra | | | |
| 4. Corporate office / Technical Support team based Address | | | |
| 4. Type of Company | | | |
| 5. Telephone No. of Company | | | |
| 6. Email/web of Company | | | |
| 7. Name of Contact Person | | | |
| 8. Contact Person Mobile No. | | | |
| 9. | Year | Turn Over (Rs.) | Profit (Rs.) |
| | 2012-2013 | | |
| | 2013-2014 | | |
| | 2014-2015 | | |
| 10. Whether direct manufacturer or authorized dealers - | | | |

Date: _____

Place: _____

Signature of the bidder

Annexure-D

Performance Statement (P) (For a period of last one year)

Name of the Firm _____

| Customer Name and address | Description of Order | Value | Date of Completion | Date of Completion (Actual) |
|---------------------------|----------------------|-------|--------------------|-----------------------------|
| | | | | |
| | | | | |
| | | | | |

Date: _____

Place: _____

Signature of the bidder

Annexure – E

Commercial Offer (Envelope - II)

Tender No.

Date:

INK CARTRIDGE:

| Sr.No | Particular | RATE |
|-------|-----------------------|------|
| 1 | HP 51645 A black (45) | |
| 2 | HP 6615 DA black (15) | |
| 3 | Lexmark - 17 Black | |
| 4 | Lexmark - 27 color. | |
| 5 | HP C 8727 A black | |
| 6 | HP 678 | |

LASER TONER CARTRIDGE :

| Sr. No. | TMC'S OEM Printer Model | Cartridge Model | RATE |
|---------|------------------------------------|-----------------|------|
| 1 | SAMSUNG -MLT -(D1085) | D1085 | |
| 2 | SAMSUNG ML 2245T (101S) | 101S | |
| 3 | SAMSUNG ML 1210D3(1043S) | 1043S | |
| 4 | CC388A TONER(88A) | 88A | |
| 5 | SAMSUNG 2571N (205L) | 205L | |
| 6 | SAMSUNG ML1610 (1610) | 1610 | |
| 7 | SAMSUNG ML-1710 (1710) | 1710 | |
| 8 | EPSON 6200L (ML1200) | 1200 | |
| 9 | Q2612A(12A) | 12A | |
| 10 | SAMSUNG SCX-4521F (4521) | 4521 | |
| 11 | SAMSUNG ML 2851ND (2850) | 2850 | |
| 12 | LEXMARK 27 COLOUR (704) | 704 | |
| 13 | LEXMARK 17 BLACK (704) | 704 | |
| 14 | HP C 9352 AA COLOUR 22 (802) | 802C | |
| 15 | HP C 9351 AA BLACK 21 (802) | 802B | |
| 16 | HP 16A - BLACK (4550) | 4550 | |
| 17 | CB436A TONER(36A) | 36A | |
| 18 | HP 818 BLACK(818B) | 818B | |
| 19 | HP 818 COLOUR(818C) | 818C | |
| 20 | TONER CE310A/RED/BLUE/YELLO (310A) | 310A | |
| 21 | CB 540A BLACK (409) | 409 | |

| | | | |
|----|---------------------------|------|--|
| 22 | CB 541A CREYAN (409) | 409 | |
| 23 | CB 542A YELLOW (409) | 409 | |
| 24 | CB 543A MAGENTA (409) | 409 | |
| 25 | SAMSUNG SCX 4300 (4100) | 4100 | |
| 26 | SAMSUNG ML 2010 TONER | 2010 | |
| 27 | SAMSUNG ML 4050N (4216) | 4216 | |
| 28 | CANON 302 (328) | 328 | |
| 29 | HP C9351AA BLACK (21) | 21 | |
| 30 | HP C9352 AA COLOUR (22) | 22 | |
| 31 | HP 6615 DA BLACK 15 (920) | 920 | |
| 32 | HP 51645A BLACK 45 (951) | 951 | |
| 33 | HP Q6470 K BLACK (4073) | 4073 | |
| 34 | HP Q6471C BLUE (4073) | 4073 | |
| 35 | HP Q6473M RED (4073) | 4073 | |
| 36 | HP Q6472Y YELLOW (4073) | 4073 | |
| 37 | CC388A TONER(88A) | 88A | |
| | | | |

Please note that a unit price should be quoted considering all the above points and also all the taxes, levies have to be included while considering overall commercial offer for the period of three years.

Signature of Tenderer

Signature of Department

Date:

Place:

Annexure-F

BID SECURITY FORM (BSF)

Whereas _____ (hereinafter called "the Bidder") has submitted its tender offer dated _____ for the **Supply of Compatible Toner cartridges along with maintenance of Printers For the period of 3 Years for All locations Of Thane Municipal Corporation** KNOW ALL MEN by these presents that WE _____ of _____ (hereinafter called the Bank:) are bound upto _____ (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assign by these presents. Sealed with the Common Seal of the Said Bank this _____ day of _____ 2015

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its tender during the period of tender validity specified by the bidder on the Tender Form ; or
2. If the Bidder, having been notified of the acceptance of its tender by the purchaser during the period of tender validity :

We undertake to pay the Purchaser 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 Purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 2 years from the date of execution of the contract (means from dd-mm-yyyy to dd-mm-yyyy) and any demand in respect thereof should reach the Bank not later than the above date

(Signature of the Bank)

Annexure-G

DRAFT CONTRACT FORM

This AGGEMENT is MADE at this day of ____ Between _____ (hereinafter called "the Contractor") of the one part and the The Commissioner, Thane Municipal Corporation, Thane (hereinafter called "the corporation ") of the other part.

WHEREAS the contractor has tendered to the Corporation for supply to the Thane Municipal Corporation Thane (hereinafter called "The Commissioner") of the articles specified in the schedule (attached) as per delivery instructions given in the acceptance of tender at the respective prices or rate mentioned opposite to the said articles in the column provided for the purpose and whereas such tender has been accepted and the contractor has deposited with the Commissioner the sum of Rs. _____. (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The contractor has accepted the contract on the terms and conditions set out in the tender notice no. _____ dated _____ as well in the acceptance of tender no. _____ dated _____, which will hold good during period of this agreement.
2. Upon breach by the contractor of any of the conditions of the agreement, the Commissioner may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Corporation to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by the Commissioner which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the corporation.
3. Upon the determination of this agreement whether by effusion of time or otherwise The said deposit shall after the expiration of 2 Years from the date of such determination be returned to the contractor but without interest and after deducting the sum due by the contractor to the Corporation under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of the date of delivery of materials but not withstanding herein or in the tender and acceptance forms contained the Corporation shall not be bound to take the whole or any part of the estimated quantity

herein or therein mentioned and may cancel the contract at anytime upon giving one months notice in writing without compensating the contractor.

5. In witness whereof the said _____ hath set his hand hereto and Commissioner of Thane Municipal Corporation has on behalf of the Corporation has affixed his hand and seal thereto the day and year first above written.

6. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned the Supplier hereby covenants with the Purchaser to provide the goods and Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

7. The Purchaser hereby covenant to pay the supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

8. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the stores in accordance with the conditions mentioned in the A/L, The Commissioner of Corporation shall at his option be entitled either:

(a) to recover from the contractor as agreed liquidated damages or by way of penalty a sum not exceeding 1/2 % of the price of the supplies which the contractor has failed to deliver as aforesaid for each week or part of a week during which the delivery of such supplies may be in arrears, or(b) to purchase elsewhere, after giving due notice to the contractor on the amount and at the risk of the contractor the supplies not delivered or others of a similar description (where other exactly complying with the particulars are not in the opinion of the The Commissioner which shall be final readily procurable) without canceling the contract in respect of the consignment not yet due for delivery.

Witness :Bidder

1.

2.

Annexure-H

SECURITY DEPOSIT FORM

To:
Thane Municipal Corporation,
Thane

WHEREAS _____ (Name of Supplier) hereinafter called "the Supplier" has undertaken, purchase of Contract No. _____ dated _____ 2015 to **Supply of Compatible Toner cartridges along with maintenance of Printers For the period of 2 Years for All locations Of Thane Municipal Corporation** hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the supplier shall Furnish you with a bank Guarantee by a recognized bank for the sum specified therein as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of The supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written Demand declaring the Supplier to be in default under the contract and without cavil or Argument, any sum or sums within the limit of _____ as Aforesaid, without your needing to prove or to show this grounds or reasons for your Demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 2014

Signature and Seal of Guarantors

Date _____

Address: _____

Annexure-I

SELF DECLARATION FORM FOR NOT HAVING PENDING CASES

To:
Municipal Commissioner,
Thane Municipal Corporation,
Thane.

Dear Sir,

We do not have pending cases against us in any Government / Semi Government organizations.

Signature of Bidder

Business Address

Place:

Date: