

BID DOCUMENT

Supply of Cartridge/Toner for Printers & Fax Machine



NATIONAL JUDICIAL ACADEMY
P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
Tel- EPABX – 0755- 2432500, Fax- 2696904



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INVITATION FOR BID

NJA/Adm/Bid Corres/3239

Date : July 20, 2010

The National Judicial Academy invites bids from experience contractors/agencies for the following services. The bidder may submit separate bids for any or all of the services.

No.	Category	Name of service	Nature of Contract	Estimated Bid Price (in Lacs)	Cost of bid document	Bid Security (In Rs.)
1	Horticulture, Gardening & Landscaping	Providing and Facilitating maintenance services for Horticulture, Gardening and Landscaping work in the Academy Premises.	For a period of 2 years	70 Lacs	2000.00	1,40,000/-
2	Toner Cartridges	Supply of Cartridge/Toner for Printers & Fax Machine.	Annual Contract	3.5 Lacs	500.00	7,000/-

Bid document can be obtained by the prospective bidder on payment in cash or through Demand Draft in favour of “**National Judicial Academy**” payable at Bhopal from the Academy up to **10-08-2010 till 11:30 hours** during working hours (Academy observes Wednesday as weekly holiday and Tuesday half day working) or can be downloaded from our website www.nja.gov.in and Govt. website www.tenders.gov.in.

1. Bid must be delivered to Academy on or **before 13.30 hours on 10-08-2010** and will be opened on the same day as per time given in the respective bid document in the presence of the bidders who wish to attend.
2. Other details can be seen on Bid document.
3. The Employer has the right to reject any or all Bids without assigning any reason.

Registrar

Signature of Contractor



NATIONAL JUDICIAL ACADEMY

P.O. Suraj Nagar, Bhadbhada Road, Bhopal, 462044 (MP)
Tel- EPABX – 0755- 2413300, Fax- 2696904

BID NO: NJA/Adm/Service-07/

Dated : 20th July, 2010

INVITATION FOR BIDS – TONER CARTRIDGES

The National Judicial Academy invites tender from reputed manufacturer/ Authorised distributor for supply of the following computer consumables, as per conditions stipulated in the tender documents.

Name of work	Approx. Value of Work	Bid Security	Cost of bid document	Period
Supply of Cartridge/Toner for Printers & Fax Machine	Rs. 3.5 Lacs	Rs. 7,000/- in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal.	Rs. 500/-	Annual Contract Basis

Interested party may obtain the Bid Document on payment of cost of bid document from the office of the undersigned up to **11:30 hours on or before 10-08-2010** during working hours or download the same from web site www.tenders.gov.in or www.nja.gov.in (Academy observes Wednesday as weekly off and Tuesday as Half day). The bid must be submitted on or before **13.30 hours on 10-08-2010**. The bids shall be opened on **10-08-2010 at 14:30 hours** in presence of the bidder's representative who chooses to attend at the office of Registrar, National Judicial Academy, Bhopal. The Employer has the right to reject any or all Bids without assigning any reason(s).

INSTRUCTION TO BIDDER FOR OBTAINING BID DOCUMENT

1. Bid document can be purchased by the prospective bidder on payment of Rs. 500/- through Demand Draft/cash in favour of "National Judicial Academy" payable at Bhopal from the office of the Registrar, National Judicial Academy **upto 10th August, 2010 till 11:30 hours Bid Documents requested by mail will be dispatched by** registered/speed post on payment of an extra amount of Rs. 200/-. The Academy will not be responsible for any postal delay, in the delivery of the document or non receipt of the same.
2. Bid must be delivered to National Judicial Academy **on or before 13.30 hours on 10th August, 2010** of the specified date and will be opened on **10th August, 2010 at 14:30 hours**, in the presence of the bidders who wish to attend.
3. Other details can be seen on Bid document. Interested party may obtain the Bidding document from the office of the undersigned or download the same from our website www.nja.gov.in and Govt. website www.tenders.gov.in. The cost of bid document shall be submitted by the bidder at the time of submission of the bid as prescribed above, if bid document is obtained from web site.

Registrar
National Judicial Academy

Signature of Contractor

Check List to be submitted along with Bid documents

1. Enclosed Money Receipt of cost of Bid document or Bankers Cheque /DD. **Yes / No**

2. Bid Security should have the validity period as mentioned under clause-2 of the Bid document and should only be in the form of Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee in prescribed format from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal.

Yes Rs. _____ in _____ form valid up to _____ enclosed.
3. Whether covering letter as per Bid document along with the financial bid i.e. "Form of contractor's BID" is enclosed. **Yes / No**

4. Whether all columns of the Bid documents are filled and signed by authorized signatory invariably or not. **Yes / No**

5. If required please enclose the data in a separate sheet as per the given format of Bid document and mention the same in the appropriate column of Bid document as "Details enclosed as per annexure _____". Whether separate sheet enclosed or not. **Yes / No**

4. Copies of Registration certificate under various Statutory, laws viz. PAN, CST, TIN etc., whichever is applicable to carry out the services, are enclosed as Annexure____. **Yes / No**

5. Copies of all enclosures are self attested. **Yes / No**

6. Turnover for last 3 financial years along with copies of PAN/TIN No. certificate should also be enclosed as Annexure_____. **Yes / No**

7. List of clientele in support of carrying out similar types of supplies to the Central Govt/State Govt/Autonomous Bodies/Semi Govt/Corporation should be enclosed as Annexure_____. **Yes / No**

It is certified that I/We have enclosed all the required documents as mentioned above. Also the Bid document is duly filled and signed by me.

Seal & Signature of Contractor

Note:-

1. Please put (√) on Yes or No, which ever is applicable.
2. Supporting documentary proof for all the above mentioned items duly self attested should be enclosed.

Signature of Contractor



National Judicial Academy

1. INSTRUCTIONS

Sealed tenders are invited for engagement of a suitable agency for supply of new Cartridges/Toners of various types under Rate Contract for a period of one year. The tenderers should be authorized vendors/OEMs.

The annual requirement of the Cartridge/Toners is estimated at 99 cartridges/Toners per annum. The details of required items are as follows:

HP Color Lazerjet 4600DN = 36 Nos., HP 5160 Deskjet = 26 Nos., HP Deskjet 9300 = 3 Nos., HP Laserjet 5100 = 1 Nos., Fax Cartridge = 11 Nos., Canon LBP 2900B = 8 Nos., HP Laserjet CP1515n = 5 Nos., Canon IX 400 Pixma – 9 Nos.

The Cartridge/Toners are to be supplied as per requirement from time to time on regular basis. The actual requirement is subject to change.

2. Bid Security :

- 2.1 An amount of Rs. 7,000/- in the form of Account payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/ or Bank Guarantee (Appendix-II) from any of the commercial bank, in favour of "National Judicial Academy" payable at Bhopal. The bid security should be valid for minimum period of 120 days from the date of opening tender.
- 2.2 The bid security of unsuccessful bidder will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- 2.3 The Bid Security of successful tenderer will be refunded on receipt of performance security.

3. Performance Security :

- 3.1 Within, 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% of the contract price.
 - In the form of bank guarantee in the in the prescribed format of any Commercial Bank (Appendix-III) or
 - In the form of A/c payee DD or FDR from any Commercial Bank in favour of National Judicial Academy (FDR in joint form is not acceptable).
- 3.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, A/c payee DD or FDR, it shall be issued by a Commercial bank.
- 3.3 Failure of the successful Bidder to comply with the requirements of Sub-Clause 3.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.
- 3.4 The validity of such performance security shall be valid for a period 14 months from the date of commencement of work.

4. TERMS AND CONDITIONS

- 4.1 The tenderers are required to quote their lowest rates of Computer Cartridges/Toners, mentioning brand of New Computer Cartridge & Toner, delivery period and discount, if any, with rate of Tax etc.
- 4.2 The rates of new Computer Printer Cartridges/Toners shall be valid for a period of one year. Hypothetical/conditional tenders will not be entertained.
- 4.3 The tenderers are required to send their tenders, along with a Account payee Demand Draft/Fixed Deposit Receipt/Banker's Cheque/or Bank Guarantee from any of the commercial bank of Rs. 7,000/- Drawn in favour of National Judicial Academy payable at Bhopal as Bid security, valid for a period of minimum 120 days from the date of opening tender, which will be refunded to the unsuccessful bidder at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of successful tenderer will be refunded after receipt of performance security. Name of the firm, telephone number and name of the category may be written on the reverse side of the Demand Draft.
- 4.4 Supply of cartridge is to be ensured very expeditiously but not later than three days, and in emergency the supply has to be executed on the same day also.
- 4.5 The material supplied will be inspected by the purchase committee of the Academy and in case the supply is not found strictly in conformity with the approved specifications and any complaint is received about its quality and performance during the course of their use/utilization, the entire supply will have to be replaced with the good quality material, exactly commensurate with the approved specifications at the cost of tenderer. The decision of the purchase Committee in this regard shall be final.
- 4.6 The supply of new Computer Printer Cartridges/Toners shall be required to be made within the stipulated time on issue of Purchase Order and in case supply is not made within the stipulated time and the Academy is forced to make short purchase to meet the emergency demand, the tenderer will be liable to make good the loss due to difference which the Academy may directly deduct from Bill/security and the tenderer will also be liable for penalty of Rs. 250/- on each occasion.
- 4.7 The Academy will deal with the tenderer directly and no middlemen/agents/ Commission agents etc. should be asked by the tenderers to represent their cause and they will not be entertained by the Academy.
- 4.8 The payment is normally made within 10-15 days from the date of submission of the bill after full supply is received and accepted as per specifications/ requirements.
- 4.9 Over-writing/over-typing or erasing of the figures are not allowed and shall render the tender invalid.
- 4.10 The Academy, in its discretion, reserves the right to reject or accept any or all the tenders, wholly or partly, without assigning any reasons.
- 4.11 Even after awarding the said Contract, the Academy reserves the right to terminate the same at any time, without assigning any reason.
- 4.12 In case of any agency that have previously provided to NJA, such services, should have provided it satisfactorily in the sole opinion of NJA, failing which the bid can summarily be rejected.

- 4.13 The Bid shall remain valid for the period not less than 120 days after the last date of bid submission. A bid submitted for a bid validity of shorter period may be rejected by the Employer as non responsive. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided under clause-2 shall also be extended suitably. The bidder may refuse the request with out forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid. Bidder shall also not be entitled for any interest on the bid security amount.
- 4.14 List of clientele in support of carrying out similar types of supplies to the Central Govt/State Govt/Autonomous Bodies/Semi Govt/Corporation should be invariably enclosed.
- 4.15 Attested copy of Income Tax return and annual turnover for last 3 financial years along with copies of PAN/TIN No. certificate should also be enclosed.

Interested parties may send their offer in a sealed cover superscribing "TENDER FOR SUPPLY OF CARTRIDGES/TONERS" addressed by name to the undersigned, so as to reach on or before 10.08.2010 upto 1330 Hours. Which will be opened at 10.08.2010 at 1430 hours in the presence of tenderers or their authorized representatives who may wish to remain present. The tenders received after due date and/or without Bid Security will not be entertained.

CONTRACTOR'S BID
FORM OF CONTRACTOR'S BID (Covering Letter)
(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER)

To,
The Registrar
National Judicial Academy
Bhadbhada Road, PO Suraj nagar, Bhopal – 462044 (M.P.)

Application form for supply of new Cartridge/Toner

The application dully filled and accompanied by necessary documents in a sealed cover addressed to Registrar, National Judicial Academy, Bhadbhada Road, PO Suraj Nagar, Bhopal should reach him upto **13.30 hours on 10-08-2010.**

Requisite Information

1. Name of the Applicant/Firm :
2. Address :
(Attach documentary proof)
3. Constitution of the Applicant :
Proprietor/ Partnership/Company
4. Telephone Nos. & Email :
5. Turnover for the last three year :
along with I.T. Return
(Attach documentary proof)
6. List of regular clientele with the :
name of contact person and
telephone No.
7. Permanent Account No. (PAN) :
(Attach photocopy)
8. Traders Identification No. (TIN) :
if any (attach photocopy)
9. Registration No. under CST, if any :
(Attach photocopies)
10. Details of application fee :
of Bid documents
11. Details of Bid Security :

Signature :
(Authorized signatory)

Name :

Designation :

Signature of Contractor

Signature of Contractor



National Judicial Academy

Bill of Quantities (Price schedule)

Supply of Cartridge/Toner for Printers & Fax Machine

BID NO: NJA/Adm/Service-07/

Dated : 20th July, 2010

Name of Contractor :

Address :

No.	Description	Make	Color	Rate	
				In figure	In word
1	HP Color Lazerjet 4600 DN	HP C-9720A	Black		
		C-9723A	Magenta		
		C-9722A	Yellow		
		C-9721A	Blue		
2	HP 5160 Deskjet (56 No.)	No. 56	Black		
		No. 57	Color		
3	HP Deskjet 9300 (45A)	HP	Black		
			Color		
4	Canon Image class – MF 5750 (EP 26)	Canon	Canon FP-26		
5	HP Deskjet 3550 & 3650	HP - 27	Black		
		No. 28	Color		
6	Canon IX 400 Pixma	No. 5	Black		
		No. 8	Cyan		
		No. 8	Magenta		
		No. 8	Yellow		
7	HP Laserjet 5100	HP			
8	Fax Cartridge (B-120)	Canon BX-3			
9	Magic Drum 29x				
10	Canon Printer LBP 2900 B	Canon	Black		
11	Colour HP Laserjet Printer CP1515n	HP	Color		
			Black		
12	Canon Fax Machine L140 (Laser)	Canon			

Note:

- Unit rate and price shall be quoted by the bidder in Indian rupees in figure & words.
- The rate quoted should be inclusive of all charges, including Taxes, if payable.
- Offer determined to be valid will be checked by the Employer for any arithmetic errors. Error will be corrected by the Employer as follows:
“where there is a discrepancy between the rates in figures and in words, the rate in words will govern”.

Signature of Contractor
Seal

Signature of Contractor

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has submitted his bid dated _____ [date] for **Supply of Printer/Fax Cartridges & Toner in the Academy Premises** [name of Contract] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto **National Judicial Academy, Bhadbhada Road, Suraj Nagar, Bhopal** [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or
 - (c) does not accept the correction of the Bid Price pursuant to Clause 10;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____ [Signature, name and address]

Note:

- 1. The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in column 3 of IFB.
- 2. 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

PERFORMANCE BANK GUARANTEE

To: _____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of _____ [amount of guarantee]

1 _____ [In words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand, and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] 1 as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 60 days from the date of expiry of the contract period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.