

NATIONAL COMPETITIVE BIDDING
FOR THE SUPPLY OF VARIOUS COMPUTER ITEMS/PRINTER TONNER
(Two Envelope Bidding Process with e-Procurement)

REQUEST FOR BIDS (RFB)
E-PROCUREMENT NOTICE

Date: 29.11.2017

Credit No.: 4640-in

RFB Reference No.: 07/2017-18

E-tender is invited from reputed Suppliers (as per details given in tender documents) for supply of Computer material & printer toner. The E-Tender documents with detailed specifications make terms and conditions etc can be downloaded from E portal & UPBSN website. The Technical Bid will be opened on 10.01.2018 at 03:00 PM

The details of submission of e bids along with eligibility, date & time, opening of Technical/Financial bids, bid security, experience and other terms & conditions will be available on e-tender portal <http://etender.up.nic.in> and from 08.12.2017 at 10:00 AM to 08.01.2018 at 04:00 PM, where tender documents may be downloaded by any bidder. The tender fee is Rs. 500/-(non refundable) and required bid security which will be deposited in UPBSN above address before opening of Technical bid. E-Tender without earnest money shall be liable to be rejected. The detailed terms and conditions are given in e-tender document. The UPBSN reserves the right to cancel any or all bids / annul e-bidding process without assigning any reason thereof & decision of UPBSN will be final & binding.

(Joint Managing Director)

INVITATION FOR e-BidS

e-bids are invited for supply of Computer material & printer tonner from dealer/supplier of original manufacturer/authorised dealer of original manufacturer to Uttar Pradesh Bhumi Sudhar Nigam, Luknow.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in ITB Clause 15 of Section-I should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or UPBSN's website www.upbsn.org.in from 08.12.2017 at 10:00 AM to 08.01.2018at 04:00 PM. Interested bidders may view, download/ upload the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

- (a) Date of publication of e-tender notice & availability of Tender Document
Tender Notice has been published over e-Procurement website <http://etender.up.nic.in> and UPBSN's website www.upbsn.org.in and tender document will be available from 08.12.2017 at 10:00 AM to 08.01.2018 at 04:00 PM at e-Procurement web site <http://etender.up.nic.in> and UPBSN's website www.upbsn.org.in.
- (b) Availability of tender document on website
08.12.2017 at 10:00 AM to 08.01.2018 at 04:00 PM on e-Procurement web site <http://etender.up.nic.in> And UPBSN's website www.upbsn.org.in.
- (c) e-Bid submission start date & time (Submission of e-tender fee, bid security and other supporting documents in PDF/XLS format) - 08.12.2017 at 10:00 AM to 08.01.2018 at 04:00 PM.
- (d) e-Bid submission end date & Time - 08.01.2018 up to 04.00 PM
- (e) Online technical e-Bid opening date & time - 10.01.2018 at 03:00 PM
- (f) Online financial e-Bid opening- following the completion of the evaluation of the technical part of the bid, the purchaser will notify all bidder of the date and time of the public opening of the financial part.
In addition to the above the purchaser shall publish notice of the public opening of the financial part of the bid on the e-tender website <http://etender.up.nic.in>
- (g) Venue of opening of technical & financial e-Bids- UPBSN office in Lucknow
- (h) Contact officer Name: Mr. Vijay Singh (Incharge Procurement) Mob: 9453005512
- (i) Cost of e-Bid document Rs: 500.00 (Rupees Five Hundred Only) (Non-refundable)
- (j) e-Bid bid security Rs 25,000/- (Rupees Twenty Five thousand Only)
4. The bidders need to submit cost of e-bid document as stated in the above table in Cash in the Purchaser's office or through Demand Draft in favour of Managing Director, Uttar Pradesh Bhumi Sudhra Nigam, payable at Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or Banker's Cheque must be enclosed along with the e-Bids but the original Demand Draft or Banker's Cheque should reach the office of UPBSN, Lucknow before opening of technical e-Bid.
5. All e-Bid must be accompanied by Bid security in the form of Demand Draft, drawn in favour of MD, UPBSN, Lucknow. The scanned copy of the bid security must be submitted along with the e-Bid and the original should reach the office of UPBSN, Lucknow before opening of technical e-Bids.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders' representative will be required to be produced.
7. The UPBSN reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of UPBSN will be final and binding.

8. In the event of date specified for e-Bids opening being declared a holiday for UPBSN office then the due date for opening of e-Bids shall be the following working day at the mentioned time and place.
9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
10. The companies/firms who are registered at e-Procurement portal for e-tendering with UP Electronics Corporation Ltd, 10 Ashok Marg, Lucknow-226001, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with UP Electronics Corporation Ltd, Lucknow for e-tendering till date can get their registration done by depositing a filled in form issued by UP Electronics Corporation Ltd, Lucknow along with registration fee of Rs. 6000.00 (Rupees Six thousand only) for participating in this e-tender and other e-tenders of U.P.Govt. Departments. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1708.00 (Rupees One thousand seven hundred eight only). The companies/firms may contact the officials on phone numbers (0522) 4130303 Extn 305 & 307, 09721451211, for their Registration/Digital Signature Certificate related queries. The registration fee may also be deposited through RTGS. The details of RTGS are as under:
M/s U.P. Electronics Corporation Ltd, Lucknow Indian Bank Ashok Marg, Lucknow A/C No. - 772819168 IFC code - IDIB000L002 CBS code - 00527 Rs.6000/-

For E-Tendering Enquiry Please Contact Following Persons

01. Mr. Vijay Singh (Incharge Procurement) Mob: 9453005512

SECTION I : INSTRUCTIONS TO BIDDERS (ITB)

(A) THE BID DOCUMENT

1- Cost of e-Bid

- a) The bidder shall bear all costs associated with the preparation and submission of its e-Bid and U.P. Bhumi Sudhar Nigam, Lucknow hereinafter referred to as “the Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and www.upbsn.org.in to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of Rs 500.00 (Rupees Five Hundred Only) in cash or through Demand Draft or Banker’s Cheque payable in favour of UPBSN, Lucknow. The scanned copy of the Cash Deposit Receipt or Demand Draft or

Banker's Cheque must be enclosed along with the e-Bid but the original Demand Draft or Banker's Cheque should reach the UPBSN, Lucknow office before opening of the technical e-Bid. This e-tender document fee of Rs 500.00 will be non-refundable.

2- Contents of e-Bid Document

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes: Invitation for e-Bid
- 2.2 The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

3- Clarification of e-Bid Document

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully logging into the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address upbsnproccell@gmail.com

4. Amendment of e-Bid Document

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Purchaser's web site www.upbsn.org.in through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.
- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> and www.upbsn.org.in from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.
- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the eProcurement website <http://etender.up.nic.in> and UPBSN's web site www.upbsn.org.in

(B) PREPARATION OF e-Bid

5- Language of e-Bid

5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

6- Documents Constituting the e-Bid

6.1 The e-Bid prepared by the bidder shall comprise the following components:

(a) Technical e-Bid - Technical e-Bid will comprise of:

(i) scanned copy of Fee Details includes copies of e-tender document processing/Cost and bid security furnished in accordance with ITB Clause 12 in PDF format.

(ii) Qualification Details – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial and technical capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.

(iii) e-Bid Form – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be acceptable to the Purchaser.

(iv) Technical Specification Details – includes copy of filled in Technical Specifications as per Section-III(C) of e-tender document in PDF format.

(b) Financial e-Bid – Financial e-Bid will comprise of:

(i) e-Bid Form – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.

(ii) Price Schedule/BOQ includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

7- e-Bid Form

7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

8- e-Bid Price

8.1 The bidder shall quote all the item separately in the downloaded spread sheet file for the Price of Computer consumables items and Printer Tonner to be supplied, otherwise e-Bid submitted shall be treated as non-responsive and rejected.

8.2 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1.

An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

9- e-Bid Currencies

Prices shall be quoted in Indian Rupees only.

10- Documents Establishing bidder's Qualification

10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.

The documentary evidence of bidder's qualification to perform the Contract if its eBid is accepted shall be as per Qualification Requirements specified in Section III (D) of e-tender document.

11- Documents Establishing Goods' Conformity to e-Bid Documents

11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

12- Bid Security

12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, bid security of Rs. 25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft, in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow. The scanned copy of the bid security must be submitted along with the e-Bid and the original should reach the UPBSN office at Lucknow before opening of technical e-Bid.

12.2 The Bid Security is required to protect the Purchaser against the risk of bidder's conduct which would warrant the Bid Security forfeiture, pursuant to ITB Clause 12.7.

12.3 The e-Bid Security shall be in Indian Rupees and shall be in the forms of a Demand Draft payable in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow.

12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow.

12.5 Unsuccessful bidder's Bid Security will be returned upon the written request through cheque or DD in original submitted at the time of E-bid as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.

12.6 The successful bidder's Bid Security will be converted in security and in addition to Bid Security equal amount of security will be deposited with UPBSN,

pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.

12.7 The Bid Security may be forfeited:

- (a) if a bidder (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form or
- (b) In case of a successful bidder, if the bidder fails:
 - (i) to sign the Contract with the Purchaser in accordance with ITB Clause 28; or
 - (ii) To furnish performance security in accordance with ITB Clause 29.

13- Period of Validity of e-Bid

13.1 e-Bid shall remain valid up to 90 days and the Rate contract for the period of **one Year from the date of signing the contract**. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid security. A bidder granting the request will not be required nor permitted to modify its e-Bid.

14- Format and Signing of e-Bid

14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.

14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The letter authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

15. Submission of e-Bid

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall only be held responsible.

The bidders have to follow the following instructions for submission of their e-Bid:

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website <http://etender.up.nic.in>. The bidders must obtain a User Login Id and Password by registering themselves with UPBSN, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2 In addition to the normal registration, the bidder has to register with his/her Digital Signature Certificate (DSC) in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above. For successful registration of DSC on e-Procurement website <http://etender.up.nic.in> the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http://etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the etender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and Bid security offline payment details. After entering and saving the Tender Fee and Bid security details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid

Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical eBid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted.

- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (etender fee and Bid security), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "SectionIII(C):Technical Specifications" and Financial e-Bid documents as per "SectionIV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.

16- Deadline for Submission of e-Bid

- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than 08.01.2018 upto 04:00 P.M and the date as mentioned on page 4 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17- Late e-Bid

17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her eBid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.

18- Withdrawal and Resubmission of e-Bid

18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.

18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid Bid security in the office of Purchaser, to return back the e-Bid security/ Bid security as per the manual procedure.

18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e-Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid Bid security, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of eBids.

(C) e-Bid OPENING AND EVALUATION OF e-Bid

19(A) Opening of Technical e-Bid by the Purchaser

A-1 The Purchaser will open all technical e-Bids electronically. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

A-2 The bidder's names and the presence or absence of requisite e-Bid security and such other details as the Purchaser at its discretion may consider appropriate will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

A-3 The Purchaser will prepare minutes of the e-Bid opening.

A-4 Managing Director reserves the right to postpone the date and time of opening of Technical & Financial E-Bid in unavoidable circumstances and all the bidders will be informed.

19(B) Opening of Financial e-Bid

B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser.

B.2 Following the completion of the evaluation of the technical part of the bid, the purchaser will notify all bidder of the date and time of the public opening of the financial part. The financial e-Bids of technically qualified bidders shall be opened in the presence of bidders who choose to attend the opening of financial bid. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

In addition to the above the purchaser shall publish notice of the public opening of the financial part of the bid on the e-tender website <http://etender.up.nic.in>

B.3 The Purchaser will prepare the minutes of the e-Bid opening.

20 Clarification of e-Bid

20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

21 Evaluation of technical e-Bid and Evaluation Criteria

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid Bid security and other required documents have been furnished, whether the documents have been properly digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected.

The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-

- 21.1 The bidder should have adequate experience of Computer consumables & Printer Tonner material for which past three years order copies along with performance certificate should also be enclosed with the tender.
- 21.2 The bidder shall submit required documentary proof, failing which the tender shall be rejected.
- 21.3 The bidder shall submit the copies of the detail of Bid Security.
- 21.4 The bidder shall submit the copies of the Authorization letter by the competent authorities for the authorized person.
- 21.5 The bidder shall submit the copies of orders for satisfactory supply of Computer consumables & Printer Tonner to UPBSN and other departments (Government/Private) during last three year along with performance certificate if any.
- 21.6 The bidder should submit the detail of last three years turnover duly certified by Chartered Accountant.
- 21.7 The bidder shall submit the copies of the last submitted Income Tax Return & PAN card (copy self attested).
- 21.8 The bidder shall submit the copies of the details of GST registration/GSTIN..
- 21.9 The bidder shall submit the documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 21.10 The bidder shall submit the copy of the registration certificate of the firm.
- 21.11 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not be subsequently made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions which are not mentioned in the e-tender document or are not in conformity with the conditions of the contract shall be rejected.
- 21.12 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.13 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.

22 Financial Evaluation and Comparison of e-Bid

- 22.1 The Purchaser will evaluate and compare the financial rates quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid security may be forfeited.
- 22.3 No weightage/preference shall be given to the bidder quoting any higher technical specifications against the technical specifications of the items asked in the e-tender.
- 22.4 The Purchaser's evaluation of a Financial bid shall be based on in terms of rate quoted including GST of Govt of Uttar Pradesh/CST, by the bidder including the cost of computer consumables & Printer Toner in totality.
- 22.5 The Financial Bids will be opened by Tender Evaluation committee (TEC) in the presence of Bidders' representatives (only one) who choose to attend the Financial Bid opening on date and time to be communicated to all the technically qualified Bidders. The Bidder's representatives who are present shall sign a register evidencing their attendance. The name of Bidder, Bid Prices etc shall be announced at the meeting. The commercial quotes of the lowest Bidder shall be notified as L-1. The Quantity offered by the L-1 shall be first taken into consideration. In case L-1 offers to supply the complete order quantity and is assessed to have the adequate capacity to supply the complete order quantity as per the delivery schedule by the Tender Evaluation committee (TEC) then L-1 shall be awarded contract to execute the complete supply order. In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the delivery schedule by the Tender Evaluation committee (TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply. In case L-1 backs out, the RFP shall be cancelled & Bids shall be invited again. L-1 shall however be blacklisted from participating in any future bidding and are liable for legal action taken by UPBSN.

23- Contacting the Purchaser

- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing.

23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

(D) AWARD OF CONTRACT

24- Award Criteria

24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the lowest rate (L-1) evaluated responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.

24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the lowest rate (L-1) evaluated successful Bidder whose bid has been determined to be responsive to all the conditions of the contract and meeting the Technical specification and qualification requirement of the Bidding Document.

24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per delivery schedule by the Tender Evaluation Committee (TEC) then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case 22.5 (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.

25- Purchaser's right to vary Quantities at the Time of Award of the contract

25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer. The purchaser may also increase or decrease the quantity even after award of contract up to the validity period of E-bid.

25.2 If any taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.

26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids

26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

27- Notification of Award

27.1 The Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted. Normally it will be informed within 30 days

after opening of E-commercial/financial bid except in unavoidable circumstances.

27.2 The notification of award will constitute the formation of the Contract.

27.3 Successful bidders will have to deposit equal amount as security money in addition to Bid Security. No interest shall be paid on the security deposit/Bid Security. The refund of the cash security deposit, if accepted shall be subject to timely and satisfactory supply of ordered quantity of Computer consumables and Printer Toner material & on full and final adjustment of claim/dues of our units recoverable from them after deducting penalty, if any, under these terms.

28- Signing of Contract

At the same time as the purchaser notifies the successful bidder that its e bid has been accepted, the purchaser will inform the bidder accordingly.

29- Performance Security

The successful bidder shall deposit the security money @ 5% of the contract award value. No interest will be paid on security. The security deposited with UPBSN shall be subjected to timely & satisfactory supply of ordered quality of material & on full & final adjustment of claims/dues of our units recoverable from them after deducting penalty if any, under these terms. Amount of performance security will be mortgaged upto one year from the date of signing of contract.

SECTION II: CONDITIONS OF E-Tender/CONTRACT (CC)

Only dealer/supplier of original manufacturer/authorised dealer of original manufacturer fulfilling the required conditions of tender document are eligible to participate in the tender.

Price

The price should be quoted by the bidders on F.O.R. Destinations basis.

1. DESPATCH OF MATERIAL

- (i) The material should be dispatched as per instructions given by the UPBSN. Bidder will ensure that the goods are insured to avoid any loss or damage during transit.
- (ii) The supply of genuine material shall be made as per quantitative requirement and specifications given in the order.

2. Bid Security

Each bidder should submit a bank draft of a nationalized bank for Rs. 25,000/- (Rupees Twenty Five Thousand Only) in favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow representing earnest money. The tenders without earnest money as above shall not be entertained (Central/State Government agencies or organizations are exempted from the requirement of EMD)

3. Performance Security

Successful bidder shall have to deposit the Performance security amount @ 5% of contract awarded. No interest shall be paid on the performance security deposit. The refund of the performance security deposit shall be subject to timely and satisfactory supply of ordered quantity computer consumables and Printer Toner and on full and final adjustment of claims/dues of our units recoverable from them after deducting penalty, if any under these terms.

4. **PACKING & FORWARDING:** The material should be packed in secured and sound packing to avoid any damage during the transit. The packing list shall be kept inside each packet.
5. **Payment Terms:** 100% after receipt of the genuine material.
6. **Inspection & Rejection**
 - (1) The material should strictly conform to the specifications given in the rate contract/order. The authorized representative of the UPBSN may inspect the material before taking delivery. The supplier has to provide all facilities in the process of inspection.
 - (2) The sub-standard material, re-fabricated or re-furbished material and material not conforming to the specifications will be rejected by the UPBSN. The supplier will arrange the transport of rejected material at their own cost and risk within 15 days from the factory premises.

7. SANCTITY

The Purchase order is final agreement between supplier and UPBSN. Any terms and conditions of enquiry/letter, tender /quotation or any other documents inconsistent with the terms of purchase order will have no effect and will be null and void.

8. Delivery & Penalty:

- (i) Delivery period should be as given in our tender document for a particular item. The material should be supplied within this period which will be counted from the date of issue of commercially and technically clear order by the UPBSN as per the terms of Rate Contract.
- (ii) In case UPBSN accepts late deliveries, the liquidated damages for delayed delivery @ of 0.5% per week for the unsupplied part of material subject to maximum of 5% may be charged by UPBSN.
- (iii) Failure to supply and risk purchase clause:- If the supplier fails to supply any store material in accordance with the terms and conditions as provided in the Rate contract or fails to replace the material rejected by UPBSN, within the time stipulated UPBSN shall at the risk and cost of supplier and without any notice or reference to him be entitled to purchase stores (of the same specifications) from any other source and at such price as the UPBSN shall in their sole discretion think fit and if such price shall exceed the rate set out in the rate contract, the supplier shall be liable to pay UPBSN, the difference between the price at which such stores have been purchased by the UPBSN and at the price set out in the rate contract in addition to penalty and damages as set out in the rate contract.

9. Variation

The Rate contract/Order do not provide any right to supply for a particular quantity and the Purchaser may vary the quantity as per assessment of requirement and also change the delivery schedule in exigency without giving any notice to the Supplier.

10. Negotiation

Normally negotiation of rate shall not be done, if required negotiation of rate can be done with L-1 bidder. The proprietor/partner of the bidder shall either be present personally or depute their Senior Executive capable of taking spot decision.

11. Arbitration

Any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by department of parti bhumi Vikas Vibhag, Govt of U.P. will act as sole arbitrator and resolve the dispute under the provisions of Arbitration and conciliation Act 1996 whose decision shall be final & binding on both the party.

12. In case of non compliance of the conditions of the contract the Managing Director of UPBSN shall have the power to rescind, cancel and annul the contract, between the Purchaser and the Supplier apart from black-listing the Supplier, and in that event, the sum deposited towards security shall be forfeited and the Supplier shall be further liable to pay actual amount of loss and damages as provided in Indian Contract Act to UPBSN to the extent the same exceeds the security money.

13. The bidders who are awarded with the rate contract/ order shall supply the material directly to Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow and in no case they shall be allowed to sublet supply of material. The manufacturers, who do not supply the material directly, may direct their dealers to participate in the tender and obtain rate contract/order directly from UPBSN.

14. In case if any dispute arises between the Purchaser and Supplier beyond the Arbitration, the area of jurisdiction shall be the Court situated at Lucknow.

15. Incomplete tender or those without the prescribed bid security may be rejected.

16. If the rates stipulated in the RC/order of the UPBSN are higher in comparison to the supplies made by your firm to other corporations, the amount due to such rate difference is recoverable from the supplier. Charging of higher rates in comparison to other public undertaking/Private sector will also make the supplier (bidder) liable for cancellation of rate contract together with considering black listing their firm and forfeiting the security money/EMD.

17. The Purchaser reserves the right to reject any or all tenders without assigning any reason. The Purchaser also reserves the right to amend or altogether change the terms & conditions in the overall interest of the Organization before finalization of the Purchase order.

18. The bidder should mention the guarantee/warranty period of items to be supplied to UPBSN. In case the supplied materials fails within this stipulated period, the same shall be replaced by the supplier on free of cost basis.

Joint Managing Director

SECTION III: TECHNICAL E-BID

SECTIONIII(A): e-bid FORM

Date:.....

To:

The Managing Director,
Uttar Pradesh Bhumi Sudhar Nigam,
TC/19 V, Vibhuthikhand,
LUCKNOW (U.P)226010

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver..... (Description of Goods) in conformity with the said e-Bid (Section II) of the e-Bid Document and will supply Computer consumables and Printer Tonner as per specifications (Section III(c)) to UPBSN, Lucknow. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid Security for Rs. 25,000/- (Rupees Twenty Five thousand only) in the form of Demand Draft in favour of Uttar Pradesh Bhumi Sudhar Nigam payable at Lucknow is furnished with this e-Bid form. We further undertake, if our e-Bid is accepted, to supply the goods in accordance with the delivery schedule specified in the Schedule of Requirements (Section III (B)).

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998". We understand that you are not bound to accept the lowest or any e-Bid you may receive. Dated this.....day of20.....

Signature

(in the capacity of)

Duly authorized to sign e-Bid for and on behalf of

III(B) SCHEDULE OF REQUIREMENTS

Sl. No.	Description of Goods with specification	Unit	Quantity
1.	Toner CB 540A HP Make	Nos.	10
2.	Toner CB 541A HP Make	Nos.	08
3.	Toner CB 542A HP Make	Nos.	08
4.	Toner CB 543A HP Make	Nos.	08
5.	Toner CE 310A HP Make	Nos.	10
6.	Toner CE 311A HP Make	Nos.	08
7.	Toner CE 312 A HP Make	Nos.	08
8.	Toner CE 313A HP Make	Nos.	08
9.	Toner 12 A HP Make	Nos.	60
10.	Toner 88 A HP Make	Nos.	20
11.	Toner 78A HP make	Nos.	20
12.	Toner 303 Cannon make	Nos.	175
13.	Toner LC585XLC Brother Make	Nos.	06
14.	Toner LC585XLM Brother Make	Nos.	06
15.	Toner LC585XLY Brother Make	Nos.	06
16.	Toner LC589XLBK Brother Make	Nos.	06
17.	Pen Drive 4 GB (equivalent Scandisk/Moserbear)	Nos.	10
18.	Pen Drive 8 GB (equivalent Scandisk/Moserbear)	Nos.	10
19.	Pen Drive 16 GB (equivalent Scandisk/Moserbear)	Nos.	10
20.	Pen Drive 32 GB (equivalent Scandisk/Moserbear)	Nos.	05
21.	External Hard Disk (equivalent Dell/HP)	Nos.	02
22.	Mouse (equivalent to Logitek/iball)	Nos.	20
23.	Mouse Pad	Nos.	20
24.	Keyboard (equivalent to Logitek/iball)	Nos.	20
25.	Combo pack of Optik Mouse & Keyboard (equivalent to Logitek/iball)	Nos.	10
26.	USB Hub (equivalent to Moserbear/Logitek/iball)	Nos.	10

III(C) TECHNICAL SPECIFICATIONS

Sl. No.	Description of Goods with specification	Unit	Quantity	Amount of bid security
1.	Toner CB 540A HP Make	Nos.	10	Rs. 25,000/- (Rupees Twenty Five Thousand)
2.	Toner CB 541A HP Make	Nos.	08	
3.	Toner CB 542A HP Make	Nos.	08	

4.	Toner CB 543A HP Make	Nos.	08	Only)
5.	Toner CE 310A HP Make	Nos.	10	
6.	Toner CE 311A HP Make	Nos.	08	
7.	Toner CE 312 A HP Make	Nos.	08	
8.	Toner CE 313A HP Make	Nos.	08	
9.	Toner 12 A HP Make	Nos.	60	
10.	Toner 88 A HP Make	Nos.	20	
11.	Toner 78A HP make	Nos.	20	
12.	Toner 303 Cannon make	Nos.	175	
13.	Toner LC585XLC Brother Make	Nos.	06	
14.	Toner LC585XLM Brother Make	Nos.	06	
15.	Toner LC585XLY Brother Make	Nos.	06	
16.	Toner LC589XLBK Brother Make	Nos.	06	
17.	Pen Drive 4 GB (equivalent Scandisk/Moserbear)	Nos.	10	
18.	Pen Drive 8 GB (equivalent Scandisk/Moserbear)	Nos.	10	
19.	Pen Drive 16 GB (equivalent Scandisk/Moserbear)	Nos.	10	
20.	Pen Drive 32 GB (equivalent Scandisk/Moserbear)	Nos.	05	
21.	External Hard Disk (equivalent Dell/HP)	Nos.	02	
22.	Mouse (equivalent to Logitek/iball)	Nos.	20	
23.	Mouse Pad	Nos.	20	
24.	Keyboard (equivalent to Logitek/iball)	Nos.	20	
25.	Combo pack of Optik Mouse & Keyboard (equivalent to Logitek/iball)	Nos.	10	
26.	USB Hub (equivalent to Moserbear/ Logitek/iball)	Nos.	10	

III(D) CONTRACT FORM

Agreement for procurement of Computer Consumables and Printer Toner under UPSLR IIP

This agreement deed is made and entered on day of 2017.

BETWEEN

Uttar Pradesh Bhumi Sudhar Nigam, a Government of UP undertaking having its head office at TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow, represented by Joint Managing Director (herein called THE PURCHASER which term shall include its successors and assignee) on the one part.

AND

M/s (herein after called THE SUPPLIER which term shall include successors and assignee) on the other part.

Whereas THE PURCHASER is willing to purchase Computer Consumables and Printer Toner as per the e-tender published on

And whereas for this purpose THE PURCHASER desires to go for agreement with supplier on the basis of schedulewise L-1 bids to supply Computer Consumables and Printer Toner (item specified as Annexure A)

And whereas for this purpose THE SUPPLIER expresses their desires to enter into an agreement with the purchaser for supply of Computer Consumables and Printer Toner (As specified as Annexure B) to supply.

NOW THIS DEED OF AGREEMENT WITNESS THE TERMS AND CONDITIONS AS FOLLOWS

- 1 That the agreement shall come into force from date and shall remain valid upto date
- 2 That this agreement may be extended for the period of three months on mutual consent of supplier and purchaser on the terms and conditions hereinafter mentioned.
- 3 That the supplier deposited performance security in form of FDR/DD issued from (Bank and Branch Name) Rs. In favour of Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, Lucknow.
- 4 That the computer consumables and printer tonner more specifically described in Annexure shall be supplied by the THE SUPPLIER at TC/19V Vibhuti Khand, Gomti Nagar, Lucknow.
- 5 That the quality of the materials shall be as per specification given in Annexure shall be supplied by THE SUPPLIER at TC/19V Vibhuti Khand, Gomti Nagar, Lucknow.
- 6 That the delivery of the computer consumables and printer tonner mentioned in Annexure shall be made by THE SUPPLIER at their own cost.
- 7 That THE SUPPLIER shall be fully responsible for delivery of the computer consumables and printer tonner mentioned in Annexure in good condition at the specified location of THE PURCHASER through delivery dockets in duplicate.
- 8 That THE PURCHASER will inspect the goods at office of UPBSN and reserves the right to reject any goods if finds those to be inferior quality from the specification given or in damaged condition.
- 9 That the goods rejected by THE PURCHASER shall be replaced by the THE SUPPLIER and THE SUPPLIER shall bear all risks and costs of the items rejected by the THE PURCHASER
- 10 That the cost of supply of computer consumables and printer tonner will be in INR and as per unit cost described in Annexure -
- 11 That THE PURCHASER reserves the right to increase or decrease the quantity of computer consumables and printer tonner during the validity of this Agreement. Purchaser order will be depend on demand only.

- 12 That THE SUPPLIER shall not assign or sub-let the contract or any part thereof, or make any agreement with any person/company for the execution of any portion of the supply.
- 13 That the VAT/GST or other taxes or any other incidental charges are included in rate quoted against different computer consumables and printer tonner mentioned in annexure shall be borne by THE SUPPLIER.
- 14 That the payment shall be made by THE PURCHASER through NEFT/RTGS only on submission of invoice along with delivery dockets confirming receipt of goods in good condition by THE PURCHASER.
- 15 That if THE SUPPLIER neglect or fail to carry on the supply of computer consumables and printer tonner as per terms and conditions of the agreement with due diligence or violates any of the terms and conditions of this agreement, THE PURCHASER shall be entitled to cancel the agreement and may forfeit the performance security. The Firm may be blacklisted. In this condition, UPBSN will have the right to purchase the rest of computer consumables and printer tonner from L-2 tenderer.
- 16 That if THE SUPPLIER fails to deliver the computer consumables and printer tonner as per time schedule mentioned in purchase order, then the same will be purchased from local market by the purchaser and the difference of amount of cost shall be deducted from the bill of THE SUPPLIER.
- 17 That if the supplier fail to deliver the computer consumables and printer tonner within time mentioned in purchase order, penalty will be imposed by THE PURCHAER at the rate of (0.5% per week) of total contract value of that particular order for each week of delay from the bill submitted against supply.
- 18 That the supplier shall not claim escalation of rate quoted against computer consumables and printer tonner mentioned in Annexure A and B during the period of agreement and for the extended period as mentioned in Para-2 of the agreement. The purchaser shall not entertain any request in this regard.
- 19 If any dispute arising between the Purchaser and the Supplier shall be referred to a sole Arbitrator. The Arbitrator appointed by department of parti bhumi Vikas Vibhag, Govt of U.P. will act as sole arbitrator and resolve the dispute under the provisions of Arbitration and conciliation Act 1996 whose decision shall be final & binding on both the parties.
20. That the area of jurisdiction shall be in the Court situated at Lucknow.

Both the parties have read over the contents of the clause of the agreement and understood the contents thereof. Hence set their hands below.

III(E) PERFORMANCE STATEMENT

Computer consumables & Printer Tonner supplied satisfactorily in previous three year to Government Departments/Public Sector Undertakings.

Name of Company/Firm

Order placed by (Full address of Purchaser)

Order No. & Date

Description & Quantity of ordered goods

Value of order

Date of completion of delivery

Remarks indicating reasons for late delivery, if any

As per contract

Actual

Signature and seal of the E-Bidder With name of the authorized person

III(F) CAPABILITY STATEMENT

1. (a) Name and complete mailing address of the business/sales office of the bidder.

(b) Name of Authorized Official:-

(c) Phone No. :-

(d) Mobile No. :-

(e) Fax No.:-

(f) E-mail :-

(g) Principal place of business:

(f) Website of Bidder's Firm (if any):

2. Bidders Will Have To Furnish Under Noted Information Along With Documentary Proof:

(a) Authorised License for sale of Computer consumables and Printer Toner.

(b) Acceptance of supply of Computer consumable and Printer Toner.

(c) Authorization letter by the competent authority for the authorized person.

(d) Details of Bid Security/Tender Fee.

(e) Orders for supply of Computer Consumable and Printer Toner material satisfactorily in last three year to Government Departments/Public Sector Undertakings.

(f) Details of last three years turnover duly certified by Chartered Accountant.

(g) Copy of last submitted Income Tax Return and PAN card (self attested)

(h) Copy of last audited balance sheet

(i) Details of GST registration/GSTIN.

(j) Status of the company along with names of Directors/Partners/Proprietor along with documents.

(k) Copy of registration certificate of the firm.

Seal and signature of the bidder _____

With Name of Authorized Official signing the agreement.

III(G) PERFORMANCE SECURITY FORM

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ICB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.:*[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

CHECK LIST

- 1 Cost of e-Bid Document in original
- 2 Bid Security in original
- 3 Proper filing of Bill of quantities (BOQ) including all Taxes.
- 4 Proof for supply & job work of Computer consumable and Printer Toner satisfactorily in last three years to Government Departments/Public Sector Undertakings.
- 5 Copy of authorization letter by the competent authority for the authorized person.
- 6 Copies of the registration certificate of the Firm
- 7 Detail of last three years turnover duly certified by Chartered Accountant.
- 8 Copies of details of last submitted Income Tax Return/PAN card (self attested).
- 9 Details of GST Registration/ GSTIN.

¹ *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.*

² *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: " We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

- 10 Documentary proof of the Status of the company along with names of Directors/Partners/Proprietor along with documents.
- 11 An undertaking on Non Judicial Stamp Paper of Rs. 100/- (Rs. Hundred Only) stating that all the statements/documents are true and correct in their knowledge and nothing necessary has been left undisclosed.

Above documents are required at the opening of bid except BOQ. All the bidders are requested to submit the copy of e-bid document and amount of e-bid security and cost of bidding document in form of Demand Draft in the office of Uttar Pradesh Bhumi Sudhar Nigam office, Lucknow before opening date and time of e-bids. Except it, all required copies of document should be in the form of self attested photocopy should be uploaded as technical bid.

SECTION IV: FINANCIAL e-Bid

BOQ

Sl. No	Description of Goods with specification	Unit	Qty	Rate per unit	Amount
1.	Toner CB 540A HP Make	Nos.	10		
2.	Toner CB 541A HP Make	Nos.	08		
3.	Toner CB 542A HP Make	Nos.	08		
4.	Toner CB 543A HP Make	Nos.	08		
5.	Toner CE 310A HP Make	Nos.	10		
6.	Toner CE 311A HP Make	Nos.	08		
7.	Toner CE 312 A HP Make	Nos.	08		
8.	Toner CE 313A HP Make	Nos.	08		
9.	Toner 12 A HP Make	Nos.	60		
10.	Toner 88 A HP Make	Nos.	20		
11.	Toner 78A HP make	Nos.	20		
12.	Toner 303 Cannon make	Nos.	175		
13.	Toner LC585XLC Brother Make	Nos.	06		
14.	Toner LC585XLM Brother Make	Nos.	06		
15.	Toner LC585XLY Brother Make	Nos.	06		
16.	Toner LC589XLBK Brother Make	Nos.	06		
17.	Pen Drive 4 GB (equivalent Scandisk/Moserbear)	Nos.	10		
18.	Pen Drive 8 GB (equivalent Scandisk/Moserbear)	Nos.	10		
19.	Pen Drive 16 GB (equivalent Scandisk/Moserbear)	Nos.	10		
20.	Pen Drive 32 GB (equivalent Scandisk/Moserbear)	Nos.	05		
21.	External Hard Disk (equivalent Dell/HP)	Nos.	02		
22.	Mouse (equivalent to Logitek/iball)	Nos.	20		
23.	Mouse Pad	Nos.	20		
24.	Keyboard (equivalent to Logitek/iball)	Nos.	20		
25.	Combo pack of Optik Mouse &	Nos.	10		

	Keyboard (equivalent to Logitek/iball)				
26.	USB Hub (equivalent to Moserbear/Logitek/iball)	Nos.	10		
Total amount					

IV (A) e –Bid FORM

IV (B) PRICE SCHEDULE/BOQ SECTION IV(A) : e bid FORM

Date:.....

Ref:.....

To: The Joint Managing Director,
UPBSN, Lucknow

Dear Sir,

Having examined the e-Bid Documents, we the undersigned, offer to supply..... (Description of Goods and services) inconformity with the said e-Bid Documents for the rates as may be ascertained in accordance with the schedule of rates attached herewith and made part of this e-bid, and hereby undertake that we accept all terms and conditions of e-Tender/contract (section II) of the e-Bid Document and will supply of Computer consumables and Printer Toner material unit as per the Technical specifications (Section III (c) to UPBSN, Lucknow. In addition to this, the particulars of our organization such as legal status principal place of business, details of experience and past performance, capability statement and the required e-Bid security in the form of Demand Draft in favour of UPBSN, Lucknow are furnished with this e-Bid form

We further undertake, if our e-Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements (section III (b)

We agree to abide by this e-Bid for the e-Bid validity period specified in Clause 13.1 of the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this e-Bid, together with you, written acceptance thereof and your notification of award shall constitute a binding contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Datedday of20

.....
(Signature & Name of official)

.....
(In the capacity of)

Duly authorized to sign e-Bid for and on behalf of