



Regional office, MMTC Limited, 4th floor, NIC Bldg, 8, India Exchange Place, Kolkata – 700001,  
Telephone No.033-22546026

Tender No: MMTC/KOL/Cartridge/2018-19/02

05.09.2018

MMTC Limited invites sealed techno-commercial offers for SUPPLY OF TONER AND CARTRIDGE FOR VARIOUS MAKE OF PRINTERS at Regional Office , MMTC Limited, 4th floor, NIC Bldg, 8, India Exchange Place, Kolkata – 700001.

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| Tender No. & Date                          | <b>MMTC/KOL/Cartridge/2018-19/02</b><br><b>dated 05.09.2018</b>  |  |
| Security Deposit                           | Rs. 5,000/- (Rs. Five Thousand only) in favor of 'MMTC Limited' in the form of Demand Draft / Pay Order/Banker's Cheque. |  |
| Cost of Tender Document                    | NIL  |  |
| Bid Submission Date Starts from            | 05.09.2018 on 17.30 Hrs.   |  |
| Last Date and Time of submission of tender | Up to 15:00 hrs On 26.09.2018  |  |
| Date and Time of Opening of Tender         | 15:30 hrs. On 26.09.2018   |  |
| Contact Person for Further Communication   | 1.Sri U E Rao,<br>DGM (P&A)<br>Tel. 90001 54924<br><a href="mailto:Uer@mmtclimited.com">Uer@mmtclimited.com</a>          | 2. Sri Dilip Kumar Das<br>Manager(A),<br>Tel : 9599080188<br>dilip@mmtclimited.com |

**Terms & Conditions, Stipulation and Information for the purchase of Toner and Cartridges of HP, Canon etc.**

**1. Eligibility Criteria:**

- 1.1 The Bidder should be registered/Authorized supplier of HP, Canon etc make Toner and Cartridges. Copy of registration/Authorization to be attached.
- 1.2 The bidder should have at least three years experience in supply of Toners and Cartridges of HP, Canon in any Govt.Dept./Semi Govt. /PSU.
- 1.3 The bidder should have successfully executed contracts with any Govt./Semi Govt. Dept/PSU for total value of not less than Rs. One Lakh per annum . Copy of Work orders to be attached.
- 1.4 Bidders should quote for original and genuine items only. A certificate or a letter issued by the OEM declaring their firm sells original product is required to be produced along with bid. **Quote for recycled/refilled cartridges will not be accepted.**
- 1.5 The Bidder should be registered with GST and must submit the GST Registration Certificate.
- 1.6 The Bidder must have one office in Kolkata. A copy of the Trade Licence may be submitted along with Electricity bill or any other document which proves that the office exists presently at Kolkata.

**2.0 Validity of Contract:**

The Contract shall be valid for a period of **One Year** from date of contract and this may be extended by another year or part on mutual agreement.

**3. DISCLAIMER**

- 3.1 The information contained in the Request for Proposal (RFP) document provided to Bidders on behalf of MMTC is being provided to all interested Bidders on the terms and conditions set out in this RFP document.
- 3.2 MMTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

## **INSTRUCTION & GENERAL TERMS & CONDITIONS TO BIDDERS**

### **4.0 Procedure for submission of offers:**

4.1 The quotation shall be submitted in two parts, Technical Bid and Price Bid and must be sealed in two separate envelopes clearly marked as "TECHNICAL BID" and "PRICE BID". These two sealed envelopes need to be enclosed in one sealed envelope marked as Tender No. MMTC/KOL/Cartridge/2018-19/02 dated 05.09.2018. The DD/Pay order must form part of Technical Bid.

### **4.2 Cost of Bidding:**

The bidder shall bear all costs associated with the preparation and submission of the offer and MMTC shall in no case be responsible or liable for such costs regardless of the result of the tendering process.

### **5.0 Security Deposit:**

Security Deposit of Rs.5,000/- (Rupees Five Thousand only) in the form of a crossed banker's cheque, Bank Draft favouring "MMTC Limited" payable at Kolkata must accompany with the Technical Bid. The said Security Deposit will be refunded to unsuccessful bidders. **'The Technical bid furnished without Security Deposit would be rejected. The Security Deposit of successful bidder shall be retained towards Performance Guarantee.**

**MSME & NSIC Firm are exempted for depositing Security Deposit as per rules subject to submission of required documents/ proof thereof alongwith the Technical Bid.**

### **6.0 Amendments to tender information:**

MMTC reserves the right to make amendments to the tender documents prior to the closing date of the tender. Such amendments, if any, will be hoisted on website only

### **7.0 Validity:**

The bidder shall keep their bids valid for 30 days from the closing date of the tender. In exceptional circumstances, prior to the expiry of the original tender validity period,

MMTC may request the bidders for a specified extension in the period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request for extension without forfeiting his Security Deposit . A bidder agreeing to the request will not be permitted to modify his tender, but will be required to extend the validity correspondingly.

8.0 The Bidder(s) shall be required to certify that they would adhere to the **Fraud Prevention Policy of MMTC** and shall not indulge themselves or allow others(working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

9.0 **Signing and Stamping:**

The bid shall be typed or printed and all the pages to be numbered consecutively and shall be signed by the Company's/Firm's authorized official and will bind to the Company/Firm to the contract. The person or persons signing the quotation shall sign all pages of the original quotation, except for un-amended printed literatures. **Non-Compliance would result in disqualification of the bid.**

10.0 The bidder shall designate the official mailing address and place to which all correspondence shall be forwarded by MMTC.

11.0 The bidder shall submit Sealed bid in the Tender Box kept at the following address of MMTC, on or before **1500 hours on 26.09.2018**. Offers received after this time and date shall be rejected and returned unopened.

12.0 The Technical Bid will be opened in the presence of the authorized representative of the bidder at **1530 hours on 26.09.2018**. The person intend to attend the bid opening should bring authorization letter for the same from the company.

**13.0 Address of submission of Tender and supply of Toner and Cartridge:**

MMTC Limited,  
NIC Building, 4<sup>th</sup> floor,  
8, India Exchange Place,  
Kolkata – 700001

**14.0 Corrections:**

Over writings are not permitted. In case of corrections, the correct word/number should be written separately and attested by authorized signatory & stamped.

**15.0 Acceptance of Tenders:**

MMTC reserves the right to accept or reject any tender and to the tendering process and reject all tenders, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this action.

**15.1** Bidders shall have dispute free performance with MMTC. In case of any incident of dispute/misdemeanor with MMTC in the past, such Bid shall not be entertained.

**16.0 Bids Evaluation and award Criteria :**

The Price Bids of those bidders, who are technically qualified will be evaluated as under: -

- (a) The Price Bids will be evaluated based on individual L-1 bids for each item.
- (b) MMTC shall award the contract to the bidder whose offer has been determined to be the lowest evaluated bid for each item.

**17.0 Purchaser's Right to vary Quantities :**

At the time of placing supply order, the purchaser reserves the right to increase or decrease the quantity of goods from the quantity originally specified in the Annexure II

**18.0 Mode of submission of Bid :**

**18.1 Technical Bid :**

The bidders are required to submit Technical Bid (ANNEXURE-1) enclosing therewith photocopies duly signed and stamped of following documents failing which their bids will be summarily rejected and will not be considered any further: -

1. Copy of latest GST Registration Certificates;
2. Copy of PAN Card;
3. Copy of registration/authorization from original manufacturer with validity date.
4. Proof of last three years' experience in supplying of various brands of toners and cartridges specified in the tender in bulk to Govt. Deptts.
5. Security Deposit Rs.5000/- to be submitted.
6. Declaration regarding blacklisting or otherwise
7. Copy of Trade License showing office set up in Kolkata.
8. Duly accepted, signed and stamped on each page of Tender documents.

**18.2 Price Bid :**

The Bidders shall submit the Price Bid as per Annexure II.

**19. Payment Terms:**

MMTC Limited shall make Payment within 15 days of delivery and acceptance of the goods as per the prescribed technical specification with delivery challans and receipt of Pre-receipted bills in triplicate.

**20 Terms & Conditions:**

- 20.1 The supplier will supply the required items within 1 (One) working day from the date of placing the Supply Order. For any delay/non-supply of items the supplier will inform / report to MMTC Limited . In case of failure the penalty of Rs. 100/- per day will be levied on the supplier after the expiry of 1 (One) working day.
- 20.2 The Supply Order will be placed from time to time as per the requirement.
- 20.3 The supplier will be liable to supply genuine / original products only from original manufacturers in sealed, individually original packed boxes .The date of manufacture of these items should be clearly written on the items or its packing. Items with manufacturing date older than six months on the date of delivery will be rejected and bidder shall be liable to replace the same with new ones.
- 20.4 The Bidders shall replace any damage/faulty new toner/cartridge at their own cost.

20.5 At any point of time MMTC will have exclusive right to terminate the contract by giving one month notice.

**21.0 Force Majeure:**

The force Majeure condition may include but not limited to Fires, explosions, floods, earthquakes, strikes, mobilization, wars, acts of God, acts of Government, etc. The contract delivery period may be extended in case of Force Majeure condition. In order to be able to obtain an extension to the contract delivery period, the bidder shall promptly notify MMTC advising the existence of such an event, not later than two weeks of such event happening and produce the necessary documents such as a certificate of Chamber of Commerce or any other competent authority indicating the scope; of such an event, and its impact on the performance of the contract and show that such an event is not attributable to any failures on its part.

**21.1 Arbitration:**

All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by reference to arbitration by a sole arbitrator to be nominated by the Chairman & Managing Director (CMD) of MMTC Limited. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be Kolkata. The jurisdiction is Kolkata.

**22.0 Termination of Contract:**

22.1 If the Supplier fails to deliver any or all of the services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser;

22.2 If the Supplier fails to perform any other obligation(s) under the Contract.

**23 FRAUD PREVENTION POLICY:**

All the bidders shall be required to certify that they would adhere to the Fraud Prevention Policy of MMTC and shall not indulge themselves or allow others (working in MMTC) to indulge in fraudulent activities and that they would immediately apprise the organization of the fraud /suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of MMTC is liable to be treated as crime and dealt with by the procedures of MMTC as applicable from time to time.

**24 HOLIDAY LISTING :**

Notwithstanding anything contained in this agreement, MMTC's policy for holiday listing of an Agency mutatis mutandis applies to this agreement and in the event, the agency(s) while discharging its obligations under the Agreement or otherwise, come(s) within the ambit of the said policy, MMTC at its sole discretion reserves the right to suspend/discontinue dealings or taken any curative measures with the agency(s) in accordance with the policy in force.

25 Bidders shall have satisfactory/dispute free performance with MMTC/any other PSU. In case of any incident of dispute/misdemeanor with MMTC/any other PSU in the past, such Bid shall not be entertained.

**DECLARATION**

I/We have read the above terms and conditions carefully, understood them thoroughly, and agree to abide by them.

Place: Kolkata

Date:

Signature(s) of the proprietor/partners  
or authorized signatory  
( with firm/company seal)



**Technical Bid**

The bidders are required to submit technical bid enclosing therewith photocopies duly signed and stamped of following documents :-

1. Name :
2. Address :
3. Contact Person(s) :
4. Contact Number(s) :
5. E-mail Id :

| Particulars  | Details | Whether submitted (Yes/No) |
|--|---------|----------------------------|
| 1. GST Registration No.  |         |                            |
| 2. PAN Card No.  |         |                            |
| 3. Trade Licence No.   |         |                            |
| 4. Registration/authorization from original manufacturer with validity date .  |         |                            |
| 5. Proof of last three years' experience in supplying of various brands of toners and cartridges specified in the tender in bulk to Govt. Deptt. /PSU/Semi Govt. |         |                            |
| 6. Security Deposit of Rs.5000/- ( Five thousand) only.  |         |                            |
| 7. Declaration regarding blacklisting or otherwise   |         |                            |
| 8. Trade License showing office set up in Kolkata.   |         |                            |
| 9. Duly accepted, signed and stamped on each page of Tender documents.   |         |                            |

In the absence of any of the aforesaid documents, the bids will not be considered. The

Bidder shall not indicate Financial quote in the Technical Bid.

## Annexure – II

## Price Bid

| Sl.No. | Name of Items<br><b>Toner / Cartridge</b>                                     | Approx<br>Quantity<br>required<br>in 12<br>months | Rate/Price<br>in Rs.<br>( exclusive<br>of all taxes) | GST (as<br>applicable) |
|--------|---|---|--|------------------------|
| 1      | HP Laserjet 12A ---- Q2612A   | 25  |  |                        |
| 2      | HP Laserjet 78A ---- CE278A   | 10  |  |                        |
| 3      | HP Laserjet 88A ---- CC388A   | 10  |  |                        |
| 4      | HP Color Laser Jet 1600 –<br>Q6000A<br><br>Q6001A<br><br>Q6002A<br><br>Q6003A | 2 set each  |  |                        |
| 5      | Canon Laserjet Image glass<br><br>LBP6030B--- 925                             | 3   |  |                        |
| 6      | HP Deskjet 2668 – 818   | 1   |  |                        |
| 7      | HP Laserjet 1320n --- Q5949A  | 3   |  |                        |
| 8      | HP Laserjet 400N --- CF280A   | 4   |  |                        |