

RAJASTHAN HIGH COURT, JODHPUR
TENDER NOTICE
TENDER FOR ANNUAL RATE CONTRACT FOR REFILLING & REFURBISHING OF
TONER CARTRIDGES

S.No.: HC/ SK/2017-18/171

Dated : 18.07.2017

Quotations in sealed covers are invited for the refilling of Laser Printer Toner Cartridges(HP12A, HP36A, HP 88A, Canon 308, Canon 326, Canon 328 & Brother TN-2365 etc.) with replacement of key parts [Toner Powder (finest quality), OPC Drum, Wiper Blade, Doctor Blade, Magnetic roller, PCR, Recovery blade] with estimated cost of Rs. 1,60,000/- (Rupees One Lac Sixty Thousand) per Annum.

The tender form is available for purchase during office hours of the period from 19.07.2017 to 02.08.2017 in the office of Cashier of this office. The Last Date & time for submission of offer is 03.08.2017 till 11.30 AM and shall be opened on same day at 2.00 PM in the presence of the bidders who wish to be present. Bidders can also download instructions, terms & conditions from <http://www.hcraj.nic.in> and <http://sppp.rajasthan.gov.in>

By Order,



Registrar (Admn.)

RAJASTHAN HIGH COURT, JODHPUR

INSTRUCTION, TERMS & CONDITION FOR ANNUAL RATE CONTRACT FOR REFILLING & REFURBISHING OF
TONER CARTRIDGES FOR FINANCIAL YEAR 2017-18

INSTRUCTIONS TO BIDDER

A. Name of the Tendering Authority

Registrar General, Rajasthan High Court, Jodhpur, (Rajasthan) – 342001
Phone: 0291-2541338, 2545516 Fax : 0291-2546974, Mail to:hc-rj@nic.in

B. Mandatory steps/measures to be taken in reconditioning/remanufacturing of toner cartridges:-

- **Replacement of key parts:-** Key parts to be replaced in remanufacturing/reconditioning of toner cartridges will be as per the following specifications:-
(a) Toner Powder (finest quality), (b) OPC Drum, (c) Wiper Blade (d) Doctor Blade,
(e) Magnetic roller (f) PCR (g) Recovery blade
- **Quantity of toner powder:-** The quality of toner powder must be of finest quality and quantity must be as per standard procedure. A sample of Toner Powder may be placed with Tender form.
- **Output/yield of toner cartridge:-** The output/yield and printing quality of **REFILLING & REFURBISHING** of toner cartridges should be equal to that of an Original Equipment Manufacturer (OEM).
- **Empty toner cartridges:-** Empty toner cartridges shall be picked up/collected from the Computer Cell, Rajasthan High court, Jodhpur for **REFILLING & REFURBISHING**.
- **Old replaced parts:-** Old replaced parts shall have to be returned to Computer Cell, Rajasthan High Court, Jodhpur.

C. Minimum Eligibility Criteria for Bidder, Bidders should have:-

- their own set up for **REFILLING & REFURBISHING** of toner cartridges.
- Experience should have of **REFILLING & REFURBISHING** of toner cartridge in bulk to Depts./Ministries of the Govt. of India/Public Sector Undertakings(PSUs)/Corporates etc.
- not been blacklisted by the Deptts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Corporates etc.

D. Bid Security/Earnest Money Deposit (EMD)

- EMD @ 2% of the bid value in the form of banker's cheque/demand draft from any of the scheduled banks drawn in favour of "Registrar General, Rajasthan High Court, Jodhpur" shall accompany the bid.
- A bid received without Bid security(EMD) shall be rejected as non responsive at the bid opening stage and returned to the bidder unopened.
- EMD for lesser amount/EMD not submitted in the manner prescribed will be rejected and returned to the bidder.
- The submission of EMD is compulsory for all the bidders and no exemption will be granted for submission of EMD in any case.
- The Bid security of the unsuccessful bidder will be discharged/returned to them within 15 days after finalization and award of the contract without any interest.
- Successful bidder deposit the amount of performance security deposit i.e. 10% of the estimated project cost as per Rule 75 of Rajasthan Transparency of Public Procurement Rules, 2013 within 07 days.

Authorised Signatory: _____
Name & Seal of the firm: _____

E. Documents/Certificates

The Tendering firms/agencies are required to submit the self attested photocopies of following documents, failing which their bids will be summarily/out-rightly rejected and will not be considered any further:

- Registration certificate as per existing norms(indicating the legal status–company/partnership firm/proprietorship concern, etc.);
- Copy of GST/TIN Registration Certificates/GST Number/ Copy of GST
- Copy of PAN Card;
- Proof of experience in **REFILLING & REFURBISHING** of Toner Cartridge to Depts./Ministries of the Govt. of India/Public Sector Undertakings (PSUs)/Corporates (a copy each of any two POs received during

F. Mode of submission of Tenders and last date

The Tenders, complete in all respects, should be submitted in a prescribed form along with supporting documents in a sealed envelope addressed to the **Registrar General, Rajasthan High Court, Jodhpur** and must reach on or before 03 Aug, 2017 by 11.30 A.M.

G. Signing of the bids

- The bid shall be typed or printed. All pages shall be signed and stamped by the bidder as proof of having read the contents therein and in acceptance thereof.
- All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the Authorised signatory may be attached.
- The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person/persons signing the bid.

H. Period of validity of bids

The bid shall remain valid and open for acceptance for a period of 90 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

I. Rejection of incomplete and conditional tenders

The incomplete and conditional tenders will be rejected. Quoting unrealistic rates will be treated as disqualification.

J. No withdrawal after submission of bids

No any bidder will be allowed to withdraw after submission of bids/ opening of the tender; otherwise the EMD submitted by the firm is liable to be forfeited.

K. Non acceptance of the tenders received after the last date

Tenders received after the closing date and time prescribed in the tender notification shall NOT be accepted under any circumstances.

Authorised Signatory: _____
Name & Seal of the firm: _____

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L. Non transferability

This tender is non transferable.

M. Extension of last date

The Registrar General, Rajasthan High Court, Jodhpur may in their discretion to extend the last date for submission of the Tender and such extension shall be binding on all the Bidders.

N. Need for Clarification

In case the prospective bidders need any clarification regarding any terms and conditions of the tender, he/she/they may write to the Registrar General, Rajasthan High Court, Jodhpur well in time to ensure that required clarification in writing reach the said firm before the last date for submission.

O. Scope of work:

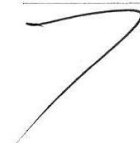
Vender shall refill toner cartridges as mentioned at Sl. No.(a)to(g) of S.No.6. Refilling of toners includes:

- Assessment to determine if the toner cartridge can be refilled.
- Completely removing the spent toner powder from the toner cartridge.
- Filling of toner cartridge to capacity with new toner meeting or exceeding OEM standards.
- Packing the refilled toner cartridges in poly bags.
- Assessment to determine if the toner cartridge can be refurbished.
- Work of refurbished toners completed in guidance/directions of Computer Cell, Rajasthan High Court, Jodhpur.
- Complete disassembly of toner cartridge to thoroughly clean and check all internal and external components.
- Worn, damaged, or end of life-cycle components should be replaced.
- Replacement of the original OEM/OEM-type drum with a new drum.
- Replacement of all seals with an OEM/OEM-type heat seal, card seal, or pressure sensitive seal.
- Replacement of the primary charge roller (PCR) with a re-coated or new PCR.
- Replacement of wiper blade meeting OEM/OEM-type specifications.
- Replacement of any other damaged parts
- Filling of toner cartridge to capacity with new toner meeting or exceeding OEM standards.
- Chemically cleaning or replacing the corona wire assembly (where applicable).
- Packing of refurbished toners in anti-static moisture proof bags, either heat-sealed or zip-locked.

P. The rates offered should be in accordance with the following conditions:

- Rates quoted should be separate for each item.

Authorised Signatory: _____
Name & Seal of the firm: _____



RAJASTHAN HIGH COURT, JODHPUR

INSTRUCTION, TERMS & CONDITION FOR ANNUAL RATE CONTRACT FOR REFILLING & REFURBISHING OF
TONER CARTRIDGES FOR FINANCIAL YEAR 2017-18

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TERMS & CONDITIONS

A. Rates/ Prices

1. The rates should be quoted in Indian Rupees only in words as well as in figures. GST, Excise duty, sales tax, GST as applicable should be included in the quoted price .
2. Rates should be valid for at least one year. Rates valid for a shorter period shall be rejected as non-responsive. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
3. The rates quoted for **REFILLING & REFURBISHING** of toner cartridges shall be inclusive of replacement of all key parts, refilling of toner powder, etc. complete in all respects as per scope of work. Nothing extra shall be payable on any account.
4. In case of discrepancy between the amounts in figures and words, the amount in words will only be considered for the purpose.
5. Rates should be quoted F.O.R. Destination (Free delivery at Computer Cell).

B. Penalty

1. If the Bidder/firm stops the work without order of this office and not to complete the work accordance to the work order, this office may impose penalty.
2. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the lowest tender.
3. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to award the tender to more than one Bidder.
4. The Registrar General, Rajasthan High Court, Jodhpur reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
5. The Office reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour its bids without sufficient grounds.
6. If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/PSD shall be forfeited.

C. Basis of awarding the contract

The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms & conditions.

Authorised Signatory: _____
Name & Seal of the firm: _____

D. Delivery

In case, the firm fails to complete the work within the specified period of work order, work will be completed by other sources and the difference of cost, if any, will be recovered by issuing notice and necessary action for blacklisting the firm may also be taken.

E. Guarantee/Warranty

1. Guarantee/Warranty of the **REFILLING & REFURBISHING** of toner cartridges must be at least 3 months from the date of rifling or toner gets empty.
2. In the event of **REFILLING & REFURBISHING** defects of cartridge, the firm/bidder has to replace the same free of cost.
3. In case of recurrence of defects in the cartridges, the contract shall be terminated at any point of time with 15 days' prior intimation to the firm/bidder.

F. Mode of Payment

Payment against Bill/Invoice shall be released only after inspection/observance/verification of same by "**Incharge, Computer Cell**". Payment will be made direct to the supplier through RTGS only. No request for other mode of payment will be entertained. No advance payment will be made in any case.

F. Agreement

The successful bidder shall submit the Agreement in accordance of this office format duly signed and submit the same to the Registrar General, Rajasthan High Court, Jodhpur within a week of the receipt of work order. All charges in this regard will be bear by the bidder.

G. General /others

1. The bidders will be bound by the details furnished by Registrar General, Rajasthan High Court, Jodhpur, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
2. In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
3. All taxes and levies will be paid by the bidder only. No other charges such as Octroi, packing, forwarding, freight insurance, loading and unloading, entry tax, demo, etc. will be allowed. All these are to be borne by the tenderer only.

Date:

Place :

Authorised Signatory: _____

Name & Seal of the firm: _____



Annexure-A
Compliance with the Code of Integrity and No Conflict of Interest


Any person participating in a procurement process shall -

- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any Information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any; and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest :-

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in Conflict of interest with one or more parties in an bidding process if, including but not limited to;

- (a) have controlling partners/shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of the Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - (e) the bidder participates in more than one Bid in abiding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - (f) the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring Entity as engineer-in-charge/consultant for the contract.
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Annexure-B
Declaration by The Bidder regarding Qualification

Declaration by the Bidder

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bid No.
Dated..... I/We hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/We have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the bidding document;
3. I/We are not insolvent in receivership , bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/We do not have a conflict of interest as specified in the Act, Rules and Bidding Document, which materially affects fair competition;

Date:
Place :

Signature of Bidder
Name:
Designation:
Address:



Annexure-C
Grievance Redressal during Procurement Process

The designation and address of the Appellate Authority

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the or the Guidelines issued thereunder, he may file an appeal to Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the financial Bids, an appeal related to the matter of Financial Bids may be filed only by a bidder whose technical bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para(1) fails to dispose of the appeal filed within the period specified in para(2), or if the Bidder or prospective bidder of the Procuring Entity is aggrieved by the order passed by the Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeal

- (a) An appeal under para(1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any. Affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, as the case may be, in person or through registered post or Authorised representative.

(6) Fee for Filing Appeal

- (a) Fee for filing appeal shall be rupees two thousand five hundred, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft of banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The Appellate Authority as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause(c) above shall also be placed on the State Public Procurement Portal.



**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No of

.....

Before.....(Appellate Authority)

1 Particulars of appellant:

(i) Name and father's name of the appellant

(ii) Official address :.....

(iii) Residential address :.....

2. Name and address of the respondent(s)

(i)

(ii)

(iii)

2. Number and date of the order appealed against and name and designation of the officer / authority who passed the order, or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved

.....

3. If the Appellant proposes to be represented by :.....

a representative the name and postal address

of the representative.

5. Number of affidavits and documents enclose with the appeal:

6. Grounds of appeal:-

.....

..... (Supported by an affidavit)

7. Prayer

.....

.....

.....

Place

Date

Appellant's Signature



Annexure-D
Additional Conditions of Contract

1. **Correction of arithmetic errors.-**

Provided that Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis, namely: -

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. **Procuring Entity's Right to vary Quantities.-**

- (a) At the time of award of contract, the quantity of Goods, works or service originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not more than 50% of the value of Goods of the original **contract in current financial year 2017-18 on same terms and conditions**. If the suppliers fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

3. **Dividing quantities among more than one bidder at the time of award.-**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidders, whose Bid is accepted and the second lowest Bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.



Annexure-E

घोषणा पत्र

(फर्म द्वारा स्वयं के लेटर हेड पर घोषणा पत्र)

उपरोक्त समस्त जानकारी शर्तों को मैंने/हमने अच्छी तरह अध्ययन कर लिया है। मुझे/हमें यह भी स्वीकार है कि श्रीमान रजिस्ट्रार जनरल, राजस्थान उच्च न्यायालय, जोधपुर को निर्णय हमारे लिये मान्य होगा। यह भी प्रमाणित किया जाता है कि मेरी/हमारी फर्म द्वारा वास्तव में निविदा में चाहा गया व्यवसाय किया जाता है तथा वांछित मशीन/ उपकरण/ तकनीकी अनुभव व तकनीकी कर्मचारी आदि उपलब्ध है। राज्य सरकार/ बोर्ड/ विश्वविद्यालय/ स्वायत्तशासी संस्थान/ निगम/ बैंक आदि के द्वारा मेरी/हमारी फर्म को ब्लैक लिस्ट नहीं किया हुआ है। प्रतीकस्वरूप निविदा प्रपत्र के प्रत्येक पृष्ठ पर हस्ताक्षर मय सील कर दिये हैं।

यदि यह घोषणा असत्य पायी जाए तो किसी भी अन्य कार्यवाही जो की जा सकती है, पर प्रतिकूल प्रभाव डाले बिना मेरी/हमारी प्रतिभूति को पूर्ण रूप से समपहत किया जा सकेगा तथा बिड को, जिस सीमा तक उसे स्वीकार किया गया है, रद्द किया जा सकेगा।

दिनांक :

स्थान :



हस्ताक्षर निविदादाता
मय पता सील मोहर