

TENDER NOTICE

Government of India
(Ministry of Home Affairs)
Office of the Group Commander
Electronic Support Group, National Security Guard
Manesar, Gurgaon Haryana -122051 Tel: 0124-24864768, 4801
E-mail: soit.esg@nsg.gov.in
Tender cost : ` 250/- (Rupees Two Hundred Fifty Only)

1. For and on behalf of the President of India, the Group Commander Electronic Support Group, National Security Guard, Manesar invites sealed tenders under two bid system (Technical and Commercial Bid) on the prescribed form, for the purchase of the toner cartridges for printer & MFDs as detailed in this schedule to tender.

2 This tender enquiry has the following chapters and appendices:

Tender Enquiry No	No.01/2016/IT)(OE) dated 22/12/2016
Time and date of receipt of Tender	By 1500 Hrs 14/01/2017
Time and date for opening of tender	At 1100 Hrs 16/01/2017
Validity offer	The tender shall remain open for acceptance till 180 days from the date of opening

3. Tenderers are advised to go through the Earnest Money Deposit (EMD) and Two Bid System clause of this tender enquiry carefully before filling the tender.

4. Group Commander, Electronic Support Group on behalf of the President of India invites e-tenders under two bid system (Technical & Commercial Bid) for the following stores.

S/N	Description of stores	Quantity	Specification	EMD (in Rupees)
01	Purchase of Toner Cartridge for Printers & MFDs, for Electronic Support Group, National Security Guard, Manesar, PIN 122051	As per Appendix-"A"	As per Appendix-"A"	`5,000/-

5. All Tender documents attached with this invitation to tender including the specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Tender Acceptance Letter which is a written undertaking that all the terms and condition of the tender are understood and accepted be signed and submitted through e-Procurement site (<http://eprocure.gov.in/eprocure/app>) or National Security Guard website (www.nsg.gov.in).

6. All firms are not specifically registered for required stores as per tender specification of tender enquiry with DGS&D or with NSIC, are required to submit Earnest Money as mentioned above along with their offer as per instructions to bidders for submission of bids. Registration with any other organisation will not exempt them from depositing Earnest Money. As per Government policy, PSUs are also not exempted from depositing Earnest Money.

(Col Navin Sahrawat)
Group Commander, Electronic Support Group
For & on behalf of the President of India

SCHEDULE TO TENDER
Government of India
(Ministry of Home Affairs)
Office of the Group Commander
Electronic Support Group, National Security Guard
Manesar, Gurgaon Haryana -122051 Tel: 0124-24864768, 4801
E-mail: soit.esg@nsg.gov.in

File No.730098/IT/ESG/T/2016/01

Tender Enquiry No.01/2016/IT(OE)

1. For and on behalf of the President of India, the Group Commander ESG, NSG Manesar invites sealed tenders under two bid system (Technical and Commercial Bid) on the prescribed form, for the purchase of the toner cartridges as detailed in this schedule to tender.

2 This tender enquiry has the following chapters and appendices:

Scheduled To Tender			
i	Chapter I	: Form 241, Invitation of tender	Page-02
ii	Chapter II	: Schedule to tender	Page-03
iii	Chapter III	: Instruction for online Bid submission	Page-05
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xi	Chapter X	Under taking by Tenderer	Page-24
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xiii	Appendix-'B'	Consignee list	Page-26
xiv	Appendix 'C'	Performa for Bank Guarantee for submitting Earnest Money	Page 27
xv	Appendix 'D'	Performa for financial bid	Page28

4. Tenders are advised to carefully go through all the conditions and documents attached with this tender enquiry, before filling in the tender

5. All tender documents attached with the tender are sacrosanct for considering any offer as a complete offer.

6 All tender documents must be duly complete signed by authorized signatory on each page and returned with the offer.

7. Tenderers must ensure this complete set, schedule to Tender form **Page 01 to 28** is signed on each page and enclosed in original with their other, as it without any modification/ alteration.

(Col Navin Sahrawat)
Group Commander, Electronic Support Group
For & on behalf of the President of India

Encl: Comprising 28 pages

Government of India, Ministry of Home Affairs
Office of the Group Commander
Electronic Support Group, National Security Guard
Manesar-122051
☎: 0124-2864768, 2864801 Fax: 0124-2864589, 2864590
Email: soit.esg@nsg.gov.in

No. 730098/IT/ESG/T/2016/01

Dated Dec 2016

To

Subject: **LIMITED TENDER ENQUIRY FOR TONER CARTRIDGE OF PRINTERS &MFDs**

1. On behalf of the President of India, I invite you to tender for the toner cartridge of job detailed in the schedule to tender enclosed.
2. If you are in a position to quote for the toner cartridge with the requirements stated in the attached Limited Tender Enquiry, all documents attached therewith should be returned to this office duly filled in and signed.
3. Terms and conditions of the instant tendering process are mentioned at **Annexure-I**.
4. All the required documents in support of the eligibility criteria are also to be submitted along with the bid and the application (in the prescribed format as per **Annexure-II**).
5. The details of rates are to be quoted in Financial Bid (**Appx-"D"**) in Indian Rupees as per the performa. Any overwriting in **Appx" D"** is not allowed and the bid will be rejected summarily.
6. The last date for receipt of tender bids will be **14.01.2017 up to 1500 hrs** and the tender bids will be opened on **16.01.2017 at 1100hrs** by the duly constituted Tender Opening Board. The representatives of renderers who wish to be present to view the Tender Opening Process will be allowed at **Electronic Support Group, National Security Guard Manesar Gurgaon (Haryana)**.
7. This office reserves the right to cancel the instant tendering process at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason, thereof. Any enquiry after submission of the bid shall not be entertained.
8. In case of withdrawal by any bidder from the instant tendering process, the EMD will stand forfeited.
9. The validity of financial bid is 180 days from the date of opening of the financial bid.
10. Information on any issue of corrigendum related to this tender will also be issued on NSG website mentioned at Para-11 below.
11. The complete Tender Documents can be accessed & downloaded from NSG website (**www.nsg.gov.in**) & CPP portal (**http://eprocure.gov.in/eprocure/app**) by the firms suggested on the site. Any Company/Firm/Agency may also participate in the Limited Tender Enquiry as per GFR-151. Please regularly check the website for any changes/modification/amendment in the Limited Tender Enquiry.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

Government of India, Ministry of Home Affairs Annexure-I.
Office of the Group Commander
Electronic Support Group, National Security Guard
Manesar-122051
☎: 0124-2864800, 2864801 Fax: 0124-2864589, 2864590
Email: soit.esg@nsg.gov.in

No. 730098/IT/ESG/T/2016/01

Dated Dec 2016

Limited Tender Enquiry No. 01/2016/ESG/IT(OE)

THIS LIMITED TENDER SET IS NOT TRANSFERABLE

1. **Important Informations**

Name of the work	Procurement of toner Cartridge for Printers&MFDs at Electronic Support Group, National Security Guard, Manesar, Haryana, PIN-122051.
Bid Security/Earnest Money Deposit (EMD)	₹5,000 (Rupees Five thousand only) EMD in a separate envelop, shall be part of the Technical Bid in the form of Demand Draft or Banker's Cheque in favour of " Group Commander, ESG payable at SBINSG, Manesar code No. 10645 "
Cost of Bid document	NIL
Issue of Bid document	From 22.12.2016 can be downloaded from our website www.nsg.gov.in & (http://eprocure.gov.in/eprocure/app)
Last date & time of submission of completed Bids	14.01.2017 by 1500 hrs
Date & time of opening of Technical bids	16.01.2017 at 1100hrs
Date & time of opening of Price bids	It will be intimated separately to technically qualified bidders only.
Period for submission of performance security	15 days from issue of letter of acceptance.
Period for signing of Contract Agreement	15 days from issue of letter of acceptance.
Address for Communication in connection with this Bid	Office of the Group Commander Electronic Support Group National Security Guard Manesar-122051 ☎: 0124-2864800, 2864801 Fax: 0124-2864589, 2864590 E-mail: soit.esg@nsg.gov.in
Inspection Authority	Group Commander, ESG
Inspecting Officers	Board of Officers of NSG
Stores Required at (Consignee)	ESG, NSG, Manesar, Gurgaon Haryana-122051
<u>Delivery /Commissioning Required By</u>	

For Indian suppliers- Within 30 days from the date of supply/work order.

(Col Navin Sahrawat)

Group Comdr, Electronic Support Group
For & on behalf of the President of India

Signature of Tenderer

S/No.	Description of Stores	F.O.R. Destination1
(a)	Toner Cartridge for Printers & MFDs As per (BOQ)	Electronic Support Group, National Security Guard, Manesar, Gurgaon (Haryana) PIN- 122051

2. Tender documents and other instructions can be downloaded or viewed online from the www.nsg.gov.in & CPP Portal (<http://eprocure.gov.in/eprocure/app>), by the firms registered on the website.

3. As the Bids are to be submitted online and required to be encrypted (by their user Public-key) and digitally signed, the bidders are advised to obtain Digital Signature Certificate (DSC) from suitable vendors 01* from any authorized agency at the earliest.

4. **CRITICAL DATE SHEET**

Sl.No	Details of Key Dates	Date	Time
(a)	Date of online publication date/time	22.12.16	1100 hrs
(b)	Document download start date/time	22.12.16	1200hrs
(c)	Bid submission start date/time	22.12.16	1230hrs
(d)	Bid submission end date/time	14.01.17	1500 hrs
(e)	Physical submission of Earnest Money deposit and cost of tender document	12.01.17	1430hrs
(f)	Technical Bid opening Date/Time	16.01.17	1100hrs

5. **Terms and Conditions**

The e-tender documents shall be uploaded online in two (02) covers:-

(a) **Cover-1:-** Shall contain scanned copies of "eligibility information" i.e. complete set of Tender Documents duly filled, completed and signed on each page by the tenderer/authorized rep, copy of Firm Registration, PAN Card, Latest income tax payment, License certificate, Latest VAT payment certificate, and OEM certificate (scanned copies to be uploaded)

(b) Earnest Money Deposit/Bid security in the shape of National saving certificate, demand draft or fixed deposit, duly pledged in favour of **Group Commander, Electronic Support Group, National Security Guard, Manesar, PIN-122051**. The firms will submit the original documents in respect of Earnest Money Deposit and fee of Tender in the above address up to **1030 Hrs** on the date of opening of tender as mentioned at para-4 of Tender Document.

(c) Cost of Tender form in the shape of Demand Draft in favour of **Group Commander, Electronic Support Group, NSG payable at SBI- NSG Manesar (Bank Code No.-10645)**. **No other mode of payment will be accepted.**

(d) Copy of valid registration certificate with NSIC/DGS&D if any.

(e) **Cover-2** : Shall contain BOQ (Bill Of Quantity) where firm will quote his offer for the store.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

6. The store quantity will be purchased by the consignee in pieces/parts as per their requirement and payment will be done by the consignee.
7. The Tender of the firms who fail to fulfil the eligibility information will be summarily rejected.
8. The firms have supplied subject store at consignee F.O.R. without fail.
9. **The firms will submit valid OEM (Original Equipment Manufacturer) document.** The Technical Evaluation Committee may call for Original documents for physical checking.
10. **The firms will submit the original document in respect of Earnest Money deposit and cost of Tender Documents** in the Tender Box of IT Cell, **Electronic Support Group, National Security Guard, Manesar-122051 on 12.01.17 up to 1430 hrs.**
11. The Firm's who are manufacturer of compatible cartridge are required to submit the samples as per BOQ on the technical bid opening day.
12. The negotiation/clarification, if any will be taken from the successful firm only in respect of error and omission, technical aspects and in no case on financial bid.
13. If opening day is a holiday, the tenders shall be opened on next working day at the same time.
14. **Instructions for e-tendering:-**
 - (a) Only e-offers submitted online through e-procurement portal will be considered.
 - (b) The Bidders should keep checking the website for any addenda /corrigendum to the Notice/Bidding documents till the date of online submission of bids and the bidder should incorporate the same in his bid documents.
 - (c) Bids once submitted online cannot be resubmitted or withdrawn.
 - (d) Conditional Bids and the Bids not meeting the qualifying criteria on the date of receipt of bids shall be summarily rejected.
 - (e) To participate in bidding process, Bidders need to obtain Digital Certificate as per Information Technology Act-2000, to participate in online bidding. The certificate will be required for digitally signing the Bid. Bidders can get above mentioned Digital Certificate from NIC or any approved authorized agency. Firms in possession of valid Digital Certificates need not to procure new Digital Certificate they can use the same in this tender.
 - (f) The Bidders have to submit their bids online in electronic format. No proposal will be accepted in physical form.
 - (g) Bids will be opened online as per time schedule mentioned in table in Para-04.
 - (h) Before submission of online bids, bidders must ensure that scanned copy of all the necessary documents have been attached with bid.
 - (j) The department will not be responsible for delay in online submission due to any reasons. All the required information for bid must be filled and submit online.
 - (k) Bidders should get ready with the scanned copies of cost, of documents, EMD & other documents as specified in the tender documents.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

(l) The details of cost of documents, EMD specified in the tender documents should be the same as submitted online (scanned copies) otherwise tender will summarily be rejected.

(m) The firm should register itself on website (<http://eprocure.gov.in/eprocure/app>) and obtain user ID, password before bidding.

(n) Entire tender process will be carried out online through above mentioned website.

(o) Firms are advised to procure e-token/Digital Signing Certificate from suitable vendors or from any authorized agency.

(p) For more details bidder can also click "Bidder Manual Kit" available in Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>).

15. In case any difficulty being faced while completing the above procedures the following officers can be contacted at the given telephone number and e-mail ID.

	Telephone number	E-Mail Id
(a) OIC IT Cell	0124-2864768	soit.esg@nsg.gov.in
(b) Exchange	0124-2864801	

Signature of Tenderer

(Col NavinSahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

Schedule to Tender
OFFICE OF THE GROUP COMMANDER, ELECTRONIC SUPPORT GROUP
NATIONAL SECURITY GUARD
(Government of India Ministry of Home Affairs)
Manesar-122051

Price per Tender Set : 250/- (Rupees Two Hundred Fifty Only)
Bid Security (Earnest Money) : 5,000/- (Rupees Five Thousand Only)

TENDER SET IS NOT TRANSFERABLE

TIME AND DATE OF OPENING OF TENDER AT : **1100 Hrs on 14/01/2017** PERIOD OF CONTRACT :
From One Year (360 days) after issued A/T or till such date as the period if extended.

Description of stores required:-

S.No.	Description of Stores	F.O.R. Destination
1.	Toner Cartridge for Printers & MFDs As per (BOQ)	Group Commander Electronic Support Group National Security Guard, Manesar Gurgaon (Haryana)-122051

Specifications & Compliance:- As per BOQ (Bill of Quantity) Appx "A", Appx "B"

Note:- Firms should submit their offer only on F.O.R. destination basis. Offers received for F.O.R. station on dispatch basis are liable to be ignored.

*In case the date of opening is declared as closed holiday for Govt, offices then tenders will be opened on next working day at the same time.

Note:

1. All tender documents attached with this invitation to tender are sacrosanct for considering any offer as complete offer. It is therefore, important that all tender documents duly completed and signed on each page are returned with your offer.
2. The tender must be submitted with its technical specification leaflets, brochures, if any.
3. Incomplete offers, offers not confirming fully to T/E requirements or with vague replies or without Earnest Money, if applicable, will not be considered.
4. Firms must clearly indicate in their offer the different Taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offers like "**duties as applicable**" shall not be considered.
5. Firms claiming exemption from depositing Earnest Money must enclose copy of their Registration Certificate along with all its amendments for registration with DGS&D/ NSIC for subject store. Offers received without a copy of Registration Certificate for subject store or without copy of earnest money (in Bank Draft) will be ignored. Original BD may be sent to this office on or before opening of tender.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

6. The Purchaser : The President of India.
7. Tender Inviting Authority : Group Commander, Electronic Support Group
8. Inspecting Authority : A designated board of Officers of consignee.
9. Stores required at : Store to be delivered to the consignee.
10. Delivery required by : Within 15 days after issue of supply order or earlier
11. Dispatch Instructions : Store will be delivered at consignee address on firm risk.
12. Consignee : **Group Commander, Electronic Support Group
National Security Guard Manesar-122051.**
13. Packing and Marking: As per conditions of contract, DGS&D - 68 (Revised).
14. Rates quoted by the firm should be on firm price basis including all taxes (in rupees only).
15. **Tender Sample:-**The Firm who are Manufacturers of compatible cartridge are required to submit the samples as per BOQ at **Electronic Support Group, IT Cell, National Security Guard, Manesar, Gurgaon, Haryana-122051** on the day of technical bid opening.
16. The firms will submit valid **OEM (Original Equipment Manufacturer)** document. The TEC board may call for Original documents for physical checking.
17. Each page of the tender document is required to be signed in ink by the proprietor/partner/duly constituted attorney, as the case may be. The capacity of the signatory should be clearly indicated below the signatures.
18. The Tenderers are required to disclose the constitution of the firm. In case of proprietorship concerned, the name and full address of the proprietor along with Telephone/Fax No. is required to be indicated along with documents showing the incorporation of the firm.
- (a) In case of partnership concern, certified copy of partnership deed should be attached along with the offer.
- (b) In case of Limited Companies, certified copy of Article of Association should be attached with the offer.
19. The Tenderer should keep the offer open up to the date as specified in the Tender Schedule.
20. **Tolerance Clause:-** Purchaser reserves its right to place contract for additional quantity of 25% during the currency of the contract on same rates, terms and conditions, similarly the purchaser also reserves the right to reduce the contracted quantity by 25%.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

21. All the offers must be submitted only on **F.O.R. destination** basis delivered at the consignee's end, as specified in the Tender schedule. Offer received at F.O.R. Station on dispatch basis are liable to be ignored.
22. The purchaser shall not be liable to provide any priority certificate or letter to Railways or any other authorities for execution of the contract or transportation of the stores.
23. Any change in the constitution of the firm of the tenderer shall be notified immediately in writing to the authority sanctioning the contract and such change shall not relieve any former member/partner of the firm from any liability under the contract. No new partner/partners/members shall be accepted in to the firm in respect of the contract placed against the subject tender enquiry unless he/they agree (s) to abide by in respect of all the terms & conditions of the resulting contract.
24. The contractor shall neither claim nor be entitled to payment for any damages that rejected supplies may suffer for cutting, tearing or any other harm incidental to a full/ proper examination and test of such supplies.
25. **In case of such rescission:-** The security deposit of the contractor (or such portion thereof, as the officer sanctioning the contract, shall consider fit or adequate) shall stand forfeited and be absolutely at the disposal of the purchaser, without prejudice to any other remedy or action that the purchaser may have to take.
26. Instructions to Tenderers where they are required to furnish clause by clause compliance of specification bringing out clearly deviation from specification, if any.
27. **Pre-dispatch Inspection:-** Pre-dispatch inspection shall be carried by a board of officers to be detailed at Consignee's location.
28. **The Tender inviting authority reserves the right to cancel/reject any or all tenders without assigning any reason.** The Tender inviting authority also reserves the right to accept partly or to reject any offer without assigning any reason thereof.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

29. **Two Bid System:-** Tenderers/Bidders are required to submit their offers in two parts in separate sealed Covers as under: -

(a) **First Cover (Technical/ Commercial) bid containing the following:**

- (i) Scanned copy of requisite amount of Earnest money & Tender Fee or copy of Govt., order for exemption form depositing Earnest money & Tender Fee, if claiming exemption to deposit the same, and original should be submitted before opening of schedule Tender.
- (ii) Scanned copy of Latest Income Tax Clearance Certificate.
- (iii) Tender documents duly completed and signed by the bidder in each page should be uploaded in CPP Portal (<http://eprocure.gov.in/eprocure/app>) on or before opening of online Tender.
- (iv) Copy of DGS&D/ NSIC registration certificate.
- (v) Copy of firm registration certificate / TIN No.
- (vi) Scanned copy of PAN card Number.
- (vii) Any other relevant document which the firm wishes to submit.

(b) **Second cover (Price Bid) should contain the following:**

- (i) Details of rates, taxes, duties, discount, if any and Delivery Period and other Commercial conditions. These details should be submitted online through CPP Portal (<http://eprocure.gov.in/eprocure/app>).
- (ii) Rates (including all taxes) must be written in figures only in BOQ of CPP Portal (<http://eprocure.gov.in/eprocure/app>)

30. At the time of opening of tenders, only the Technical Cover would be opened. The cover containing the Price Bid shall not be opened at that time. Price bids of only those firms will be considered or opened, whose offers are complete in all respect and who are technically qualified.

31. **Performance security:-** In terms of clause-7 of conditions of contract DGS&D-68 (Revised) all the successful tenderers against the tender enquiry irrespective of their registration status with DGS&D and NSIC shall be required to furnish an amount of 10% of total contract value as per performance security within 30 days of issue of contract for the due performance of the contract which should be valid beyond 60 days from the date of completion of Tender. **If the tenderer does not deposit performance security within 30 days, Competent Authority is empowered to cancel the A/T issued.**

32. **Liquidated Damages:-** In case the firm does not complete the supply within the delivery period, liquidated damages will be charged @2% per month of the total cost of stores (maximum up to 10%) as per Para 15.7 of DGS&D Manual and Clause 14(7) of DGS&D Form No. 68 (Revised), and if the firm fails to supply the store, action will be taken against the firm to black list it, and also for forfeiture of its security deposit.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

33. **Terms of Delivery:-** The tender enquiry is invited on free delivery to consignee basis only. Hence the firm may dispatch stores accordingly to the concerned consignee.

34. **Terms of payment:-** The payment of stores will be made on receipt of the items in good condition by the consignee within 45 days from the date of submission of duly completed bills to contract operating authority/consignee as per tender notice.

35. **Jurisdiction:-** All question, dispute of differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of the court, within the local limits whose jurisdiction the place from which the acceptance of this tender is issued is situated.

36. **Condition regarding deposit of Earnest Money.**

All firms who are not registered with DGS&D/NSIC for subject store are required to deposit earnest money (Bid security) equivalent to the amount as mentioned in the tender schedule. The EM (Bid Security) can be deposited by an open Bank Draft in favour of **Group Commander, Electronic Support Group, payable at SBINSGManesar, Code No. 10645**. The earnest money (Bid Security) shall be valid and remain deposited with the purchaser for the period of 180 days from the date of Tender opening. If the validity of the tender is extended the validity of the BG or any other documents submitted in lieu of EM will also be suitably extended by the tenderer failing which the tender after the expiry of the aforesaid period shall not be considered by the purchaser. No interest shall be payable by the purchaser on the EM (Bid Security) deposited by the tenderer. The EMD is liable to be forfeited if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his tender, or derogates from the tender in any respect within the period of validity of his tender. The EM (Bid Security) of the successful tenderer shall be returned after the deposit of performance security as required in the contract within the stipulated time, The EM (Bid security) shall be liable to be forfeited by the purchaser as early as possible after the expiry of the bids validity but not later than 30 days after placement of contract. Tenderers are advised to send a pre-receipted challan along with their bids so that refund of EM (Bid Security) is made in time. Any tender not accompanied with earnest money (Bid security) in any one of the approved forms acceptable to the purchaser shall be rejected.

Note:-

(a) Tender sheets/Forms are available on NSG website: www.nsg.gov.in and CPP website (<http://eprocure.gov.in/epublish/app>) which can be downloaded by the interested firms.

(b) In case tenderer(s) is/are submitting downloaded tender documents, they must enclose copy of Demand Draft equivalent to cost of tender set, along with technical bid failing which tender shall be summarily rejected. **The original DD, in favour of Group Commander ESG payable at SBINSGManesar, Code No. 10645** be sent before opening of Tender as per address mentioned in tender notice. No other mode of payment will be accepted.

(c) On-line tenders shall be submitted through CPP Portal web site (<http://eprocure.gov.in/epublish/app>).

37. Tenderers are requested to quote on F.O.R destination basis. Tenders received at F.O.R station on dispatch basis will not be considered and are liable to be ignored.

Signature of Tenderer

(Col Navin Sahrawat)
Group Comdr, Electronic Support Group
For & on behalf of the President of India

38. **Fall Clause:-**

The prices charged for the stores supplied under the approved rate of tender by the firms shall in no event exceed the lowest price at which the contractor sells the stores or offer to sell stores of identical description to any person(s)/organization(s) including the purchaser or any Department of the Central Govt, or any Department of State Govt., as the case may be, during the period till performance of all supply order placed during the currency of tender is completed. During the contract period of tender, if the firm reduces the sale price, sells or offers to sell such stores to any person(s)/organization(s), as the case may be, at a price lower than the price chargeable under this contract, he shall forthwith notify such reduction or sale or offer of sale to this office and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

The firm shall furnish the following certificate to the consignee along with each bill for payment for supplies made against the approved rate in tender.

“I/We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Govt, under the contract herein and such stores have not been offered/sold by me/us to any person(s)/organization (s)/or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or State Govt, as the case may be up to the date of the bill/the date of completion of supplies against all supply orders of the bill/the date of completion of supplies against all supply orders placed during the currency of the contract at a price lower than the price charged to the government under the contract.”

Signature of Tenderer
Capacity in which tender is signed

(Col NavinSahrawat)
Group Comdr, Electronic Support Group
For& on behalf of the President of India

		QUESTIONNAIRE	
1.		Name and address of contractor	
2.	(a)	Whether registered with DGS&D(Yes/No)	
	(b)	Whether registered with DGS&Dfor subject store? (Yes/No)	
	(c)	If Yes, Monetary limit (Enclose photocopy of Regn. certificate)	
	(d)	Validity date	
3.	(a)	Whether registered with NSIC (Yes/No)	
	(b)	Whether registered with NSIC for subject store (Yes/No)	
	(c)	If Yes, Monetary limit (Enclose photocopy of Regn. Certificate)	
	(d)	Validity date	
4.	(a)	Whether you have submitted tender sample? (Yes/No) If so, furnish proof thereof.	
	(b)	Whether you agree to submit advance sample, if called upon to do so within specified period of 21 days? (Yes/No)	
5.		Whether past supplier of subject store to DGS&Dor Min. of Home Affairs during the last 3 years? (Yes/No) (If yes, submit performance report in enclosed Perform a)	
6.		Terms of delivery	<u>F.O.R.</u> Destination
7.	(a)	Whether Excise Duty extra ? (Yes/No)	
	(b)	If extra, rate of excise duty	
	(c)	Assessable value	
8.	(a)	Whether Sales Tax extra? (Yes/No)	
	(b)	If yes, rate of Central Sales Tax.	
	(c)	Rate of Local Sales Tax applicable at present.	
9.		Discount offered, if any.	
10.	(a)	Delivery period in months from the date of placement of order/ approval of advance sample.	
	(b)	Monthly rate of supply	
11.	(a)	Whether stores fully conforms to tender schedule specifications in all respect. (Yes/No)	
	(b)	If answer to 11 (a) is No, indicate the details of deviation on separate sheet.	
12.		Acceptance to conditions of contract as contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No. DGS&D- 229 read with Annexure attached. (Yes/No)?	
13.		Have you enclosed required EM? (Yes/No)	
14.		Do you accept tolerance clause? (Yes/No)	

Note:- Tenderers should clearly mention delivery terms on Questionnaire clause-10(a) & (b) in the technical bids, failing which offer is liable to be rejected as per provisions contained at para 9.3.2 of DGS&D Manual.

Signature of Tenderer : _____
Name in block Letters : _____
Capacity in which tender is signed : _____
Full address : _____

PERFORMANCE STATEMENT FOR LAST THREE YEARS

Name of Firm:.....

- (a) Contract Nos.
- (b) Description of Stores.
(Copies of supply orders
if subject items supplied to other
Deptts/Org., also be enclosed)
- (c) Quantity on order.
- (e) Value.
- (f) Original D.P.
- (g) Quantity supplied within OriginalD.P.
- (h) Final/Ext. D.P.
- (j) Last supply position.
- (k) Reasons for delay in supplies(if any)

Signature of Tenderer

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW.
TENDERERS MAY PLEASE NOTE THAT IF THE ANSWER SO FURNISHED ARE NOT CLEAR
AND/OR ARE EVASIVE THE TENDER WILL BE LIABLE TO BE IGNORED

1.	Tender No.	
2.	Whether the stores offered fully conform to the technical particulars and specification / Drawings, specified by the purchaser in the schedule to tender. If not mention here details of deviations.	
3.	Brand of store offered.	
4.	Name and address of manufacturer.	
5.	Station of manufacture.	
6.	Please confirm that you have offered packing as per tender enquiry requirements. If not indicate deviations.	
7.	Gross weight of consignment. (Net weight of each item)	
8.	What is your permanent Income Tax. A/C No.(PAN)	
9.	Confirm whether you have attached your latest/ current ITR or photocopy thereof.	
10.	<p>Status:</p> <p>Indicate whether you are LSU or SSI.</p> <p>(a) Are you registered with DGS&D for the item quoted ? If so, indicate whether there is any monetary limit on registration.</p> <p>(b) If you are a small scale unit registered with NSIC under single point registration scheme, whether there is any monetary limit.</p> <p>(c) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the item for which you are registered</p>	

Signature of Tenderer

11.	<p>(a) If you are not registered either with NSIC or with DGS&D, please state whether you are registered with Directorate of Industries of State Government concerned.</p> <p>(b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.</p>	
12.	<p>Please indicate :- Name and full address of your Banker.</p>	
13.	<p>Business name and constitution of the firm. Is the firm registered under :-</p> <p>(a) The Indian Companies Act, 1956 The Indian Partnership Act, 1932 (Please also give name of partners).</p> <p>(b) Any Act, if not, who are the owners. (Please give full name & address)</p>	
14.	<p>Whether the tendering firms is/ are</p> <p>(a) Manufacturer</p> <p>(b) Manufacturer's authorized agents.</p> <p>N.B.: If manufacturer's agents, please enclose with tender the copy of manufacturer's authorization.</p>	
15.	<p>If stores together with their value and proportion it bears to offered are manufactured in India, please state whether all the raw materials, components etc., used in their manufacture are also produced in India. If not, give details of materials, components etc. that are imported and their breakup of the Indigenous and Imported components the total value of the store should also be given.</p>	
16.	<p>State whether Raw materials are held in stock sufficient for the manufacture of the stores.</p>	
17.	<p>Please indicate the stocks in hand at present time:</p> <p>(a) Held by you against this enquiry.</p> <p>(b) Held by M/s _____ over which you have secured an option.</p>	

Signature of Tenderer

18.	Do you agree to Sole Arbitration by Secretary, Ministry of Home Affairs or by some other person appointed by him as provided in Clause 24 of the General conditions of Contract form DGS&D-68 (Revised) (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It, should however, be noted that an omission to answer the above questions will be deemed as an acceptance of the clause).	
19.	<p>For partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. should the answer to this question by a partnership firm be in the affirmative, please state further</p> <p>(a) Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.</p> <p>(b) If the answer to (a) is in the negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.</p> <p>(c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be;</p> <p>N.B.:</p> <p>(1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all partners.</p> <p>2. Where authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.</p>	
20.	<p>Here state specifically:</p> <p>(a) Whether the price tendered by you is to the best of Your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt, purchaser. If not state the reasons thereof. If any, also indicate the margin of difference.</p> <p>(b) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price, and if the price quoted exceeds the controlled price the reasons thereof should be stated.</p>	

Signature of Tenderer

21.	<p>Are you</p> <p>(a) Holding valid Industrial Licence (s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial Income Registration Certificate.</p> <p>(b) Exempted from the licensing provision of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.</p> <p>(c) Whether you possess the requisite licence for manufacture of the stores and/or for the procurement of raw materials belonging to any controlled category required for the manufacture of the store ? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.</p>	
22.	State whether business dealings with you have ever been banned by Min./Deptt. of Supply/Min. of Home Affairs ?	
23.	Please confirm that you have read all the instructions carefully and have complied with accordingly.	

Signature of Witness

Signature of Tenderer

Full Name &Address of
Witness in block letters

(1) Full Name & Address of the person
signing in (Block Letters)

(2) Whether signing as proprietor/
Partner/ Constituted Attorney
duly authorised by the Company

FORM NO. 68-A

Tender Enquiry No _____

Full Name and address of the Tenderer in addition to Post Box No, If any, should be quoted in all communication in this Office.

Contractor's Telegraphic Address
Telephone No
Fax No

From
.....
.....

Dear Sir,

1. I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule any agree to hold this offer open till.....I/We shall be bound by Communication of acceptance within the prescribed time.

2. I/We have understood the instructions to tenderers in the booklet DGS&D-229 any Conditions of contract in the Form No. DGS&D-68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by the Central Purchase Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender
.....
.....
.....

Yours faithfully,

Here paste coupon in case where coupons are supplied to contractors on payment

(Signature of tenderer)
Address
Dated:

(Signature of witness)
Address:
Dated:

Tender Acceptance Letter
(To be given on company letter Head)

Date:

To,

Sub: -- Acceptance of Terms & condition of Tender.

Tender reference No: _____
Name of Tender/work:-

Dear Sir,

1. I/We have downloaded/obtained the Tender document(s) for the above mentioned Tender/work from the website(s) namely:-

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby satisfy that I/We have read the entire terms and condition of the Tenders documents from page No _____ to _____ (Including all documents like Annexure(s),schedule(s),etc.) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein
3. The corrigendum(s) issued from time to time by your department /organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender condition of above mentioned tender Document(s)/corrigendum(s) in it's totally/entirety.
5. In case any provisions of this tender are found violated, then department / organization shall without prejudice to any other right or namely be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with official seal)

FORM-7
PROFORMA FOR EQUIPMENT AND QUALITY CONTROL
(THIS PROFORMA IS REQUIRED TO BE SUBMITTED)

Tender No. & Date for the supply of.

1.		Name and address of the firm	
2.	(a)	Telephone No. Office/ Factory/ Works	
	(b)	Telegraphic address	
	(c)	Fax No.	
3.		Location of Manufacturing works/factory/ Factories owned by you (Documentary). In case you do not own the factory but utilise the factory of some other firm for the manufacture/fabrication of the stores for which you apply for registration on lease or other base you should furnish a valid legal agreement of the factory (indicate the name of the firm whose factory is being utilised) has been put at your disposal for the manufacture/fabrication of the stores for which registration has been applied for.	
4.		Brief description of the factory (e.g. area covered accommodation departments into which it is divided laboratory etc.)	
5.		Details of plant and machinery erected and functioning in each department. (Monograms and descriptive pamphlets should be supplied if available)	
6.		Whether the process of manufacture in factory is carried out with the aid of power or without it.	
7.		Details of stocks of raw material held (State whether imported or indigenous) against each item.	
8.		Production capacity of each item with the existing plant & Machinery	
9.		Details of arrangements for quality control of products such as lab etc.	
10.	(a)	Details of technical/Supervisory staff in charge of production and quality control.	
	(b)	Skilled Labour employed.	
	(c)	Unskilled Labour employed.	
	(d)	Maximum No. of workers (Skilled & Unskilled) employed on any day during the 18 months proceeding the date of application.	
11.		Whether stores were tested to any standard specification, if so copies of original test certificate should be submitted in triplicate.	

N.B: Details under column 5 to 10 inclusive need be restricted. To the extent they pertain to items under reference

Place:-

Date:-

Signature & Designation of the Tenderer

IMPORTANT INSTRUCTIONS

1. **Option Clause:-** Purchaser reserves its right to place contract for additional quantity of 25% during the currency of the contract on same rates, terms and conditions. Similarly the purchaser also reserves the right to reduce the contracted quantity by 25%.
2. The contract to be concluded will be governed by condition of contract contained in Form No DGS&D-68 (Revised) as amended from time to time and those contained in pamphlet No. DGS&D-229.
3. **Guarantee/ Warranty**
 - (a) Except as otherwise provided in the invitation to the tender the contractor hereby declares that the goods stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in the contract. The contractor hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months, from the date of the delivery of the said goods/stores/articles to the purchaser, if during the aforesaid period of 12 months the said stores/good s/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the contractor and the purchaser shall be entitled to call upon the contractor to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the contractor and in such event. The above mentioned warranty period shall apply to the good s/stores/articles rectified from the date of rectification thereof. In case of failure of the contractor to rectify or replace the goods etc. within specified time, the purchaser shall be entitled to recover the cost with all expenses from the contractor for such defective stores.
 - (b) The stores supplied against the order shall bear a warranty by the contractor against all defects in material, workmanship, finish and performance for a period of 12 months from the date of receipt of stores at consignee location in F.O.R. basis. If during this period, the stores supplied are found by the consignee to defective, then the purchaser/consignee shall be entitled to check all Toner cartridges from the authorised laboratory for test of originality. If the stores are found defective or inferior quality, the tenderer will responsible for same and deposit of his Performance security may be forfeited.
 - (c) The stores so replaced/ rectified shall be deemed be bear warranty period as mentioned above from the date of replacement/rectification. If any part of portion of the stores are consumed, the contractor also be liable to compensate the purchaser in the form of price reduction for the stores so consumed, such price reduction being decided by the purchase office/inspection authority.
4. In the event of contract being cancelled for any breach committed and the purchaser effecting re-purchase of the stores at the risk and the cost of the contractor, the purchaser is not bound to accept the lower offer of *Benamior* allied or sister concern of the contractor.
5. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination. The consignee will as soon as possible but not later than 30 days of the date' of arrival of the stores at destination, notify to the contractor any loss and damages to the stores that may have occurred during the transit.

6. The firms who are not specifically registered for the items as per schedule are required to submit the following along with their quotation, failing which their offer will be ignored: -

- (a) True copy of PAN Number
- (b) Name and full address of the Banker
- (c) Performance statement of last 03 years
- (d) Other documents duly attested as asked in the Tender Enquiry.

7. Tenderers who are past suppliers of the item as per T/E specification should submit their performance statement in enclosed Performa. In case, it is found that information furnished is incomplete or incorrect, their tender will be liable to be ignored.

8. Tenderers who are registered with DGS&D/NSIC for this particular item should submit the photocopy of registration certificate with all subsequent amendments and also the photocopy of latest ITR which should not be more than one year old.

9. (a) For imported stores the Indian agents of the foreign firms enlisted with DGS&D under the compulsory enlistment under the Ministry of Finance's O.M. will not be treated as registered DGS&D suppliers for the purpose of exemption from payment of earnest money and such Indian agents will have to deposit the earnest money as mentioned above, otherwise their offer will be ignored.

(b) Tie offer from the Indian agents of foreign principal, not enlisted with DGS&D under compulsory registration scheme on the date of opening of technical bids, will not be considered and will be ignored unless they enclose document showing that they have already applied for enlistment with DGS&D in their tender. However, offers from the Indian agents, who have applied to DGS&D for registration/ enlistment before the time and date of tender opening of technical bid, such offers will be further processed if they can secure enlistment with DGS&D before opening of the price bids.

I undertake to abide by above instructions and conditions

Signature of Tenderer:.....

Name in block letters:

Capacity in which tender is signed:

Full address:.....

UNDERTAKING BY TENDERER

I/We undertake to complete the supplies of ordered quantity within the stipulated delivery period (as per T/E) in the firm supply order placed by the consignee. I/We further undertake that no extension for delivery period will be asked for by me/us under any circumstances.

Station

Date.....

Signature of Tenderer

Name

(In capital letter Full address)

Group Commander
Electronic Support Group

SPECIFICATION COMPLIANCE STATEMENT

(Tenderer should check following requirements for compliance before submission of the tender document)

S.No	Name of Items (Toner Cartridge)	Qty in (Nos)	Complied/ Not Complied
1.	HPToner Cartridge No CC 388A (Black)	28	
2.	Toner Cartridge No 2160MLT (Samsung)-D101S Black	25	
3.	HP Toner Cartridge No CB 540A (Black)	06	
4.	Toner Cartridge MLT-D709S/XIP for Samsung MFD 8128	04	
5.	Toner Cartridge Canon 337 Starter for canon MFD MF 226	06	
6.	Toner Cartridge Q2612A for HP M1319F MFP	04	
7.	Toner Cartridge No- KXFP701CX for Panasonic fax	04	
8.	Canon image runner 4225 black toner Cartridge	01	

(Signature of Tenderer)

CONSIGNEE LIST

S/NO	Name and address where stores to be supplied
01	Group Commander Electronic Support Group National Security Guard Manesar (HR) PIN 122051

Signature of Tenderer

PROFORMA FOR BANK GUARANTEE
FOR SUBMITTING EARNEST MONEY
(ON BANKS LETTER HEAD WITH ADHESIVE STAMP)

Bank Guarantee No: _____

Dated : Dec 2016

To

The Group Commander
Electronic Support Group
National Security Guard,
Manesar, Gurgaon, Haryana-122051

Dear Sir,

In accordance with your Invitation to Tender No _____
M/S _____ hereinafter called the tenderer with the following Directors on
their Board of Directors/partners of the firm:

1.	2.
3.	4.
5.	6.

Wish to participate in the said Tender for the supply _____ of _____. As a
Bank Guarantee against Earnest Money for a sum of _____(in words and figures)
_____ valid for (180 days) one hundred eighty days from the date of opening of Tender viz
_____ is required to be submitted by the tenderer as a condition for the participation, this bank hereby
guarantees and undertakes during the above said period of 180 (one hundred and eighty days) to
immediately pay, on demand by Group Commander (Prov), NSG (MHA) in writing the amount of
_____ (words and figures) without any reservation and recourse, if :

- (i) The tenderer after submitting his Tender, modifies the rates or any of the terms and conditions thereof, except with the previous written consent of the purchaser.
- (ii) The tenderer withdraws the said Tender within 120 days after opening of tender.
- (iii) The tenderer having not withdrawn the Tender, fails to furnish the contract security deposit imposed for due performance of the contract within the period provided in the General conditions of contract.

The Guarantee shall be irrevocable and shall remain valid upto _____, if further extension to this guarantee is required the same shall be extended to such required period on receiving instructions from M/S _____ on whose behalf this Guarantee is issued.

Signature of Tenderer

Signature of the Bank Manager
With office seal Full name of the signatory and
full address of the Bank

PROFORMA FOR FINANCIAL BID OF TONER CARTRIDGE FOR ELECTRONIC SUPPORT GROUP, NATIONAL SECURITY GUARD, MANESAR -122051

SNo	Name of tonercartridge for which rate is being quoted (List of tonercartridge has been attached as Appendix "A")	Number(s)of Tonercartridge quantity)	Rate tonercartridge inclusive of all Taxes/VAT/ Service Taxetc.	Total Amount
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				
Total				
Rupees				

Signature of Tenderer