

INSPECTOR GENERAL OF REGISTRATION & CONTROLLER OF STAMPS

**Ground Floor, Opp. Council Hall,
New Administrative Building, Pune 411001, Maharashtra**

Corrigendum No.I

Tender No. IGR/Desk7/eTender2/2015

‘Tender for Procurement of Cartridge Toner for Samsung Printers’

Date: 18th April 2015

With reference to various issues raised by prospective bidders, Department is making following changes in the tender document,

1. Tender dates has been revised as follows,

EVENT	TARGET DATE
Start date of submission of Tenders	22/04/2015 9:00 a.m.
Last date and time for availability of tender document	27/04/2015 till 5.00 p.m.
Last date and time for submission of Sealed Tenders	
Time and date of opening of Technical Bids	28/04/2015 at 12.00 Noon
Time and date of opening of Commercial Bid	Will be intimated later

2. Existing section 5.1 Specifications of Cartridge Toner,

“The vendor shall be required to provide cartridge toners for following printer models,

1. Black & White Printer Samsung ML3710ND
 - a. Cartridge toner model: Samsung MLT-D205L
2. Black & White Printer Samsung ML2851ND
 - a. Cartridge toner model: ML2850B
3. Colour Printer Samsung CLP 620 ND
 - a. Cartridge toner model: CLT-K508L, CLT-C508L, CLT-M508L, CLT-Y508L

The Cartridge toners should have below mentioned features,

1. Cartridge toner should be fully compatible with the respective printer model
2. Black Cartridge toner should give minimum yield of 5000 pages
3. Colour Cartridge toners should give minimum yield of 4000 pages
4. Cartridge toner should be original and manufactured by M/s Samsung only.

Vendor need to submit brochures/fact sheets/specification sheet/data sheet of the proposed toner cartridges with the technical bid.”

Is replaced by.

“The vendor shall be required to provide cartridge toners for following printer models,

1. Black & White Printer Samsung ML3710ND

- a. For. Eg. Cartridge toner model: Samsung MLT-D205L
2. Black & White Printer Samsung ML2851ND
 - a. For. Eg. Cartridge toner model: ML2850B
3. Colour Printer Samsung CLP 620 ND
 - a. For. Eg. Cartridge toner model: CLT-K508L, CLT-C508L, CLT-M508L, CLT-Y508L

Model numbers of cartridge toners mentioned above are suggested by the purchaser. Primary requirement is cartridge toner should be compatible with printer and should be authorised from Samsung.

The Cartridge toners should have below mentioned features,

1. Cartridge toner should be fully compatible with the respective printer model
2. Black Cartridge toner should give minimum yield of 5000 pages
3. Colour Cartridge toners should give minimum yield of 4000 pages
4. Cartridge toner should be original and manufactured by M/s Samsung only.

Department reserves the right to ask vendor to supply lower yield cartridge toners in case of emergency situation at mutually agreed price.

Vendor need to submit brochures/fact sheets/specification sheet/data sheet of the proposed toner cartridges with the technical bid.”

3. Existing section 6.14 Earnest Money Deposit (EMD), part of which is as under,

“EMD of Rs. 50 lakh should be deposited online as per instructions of e-tendering website.”

Is replaced by.

“EMD of Rs. 34 lakh should be deposited online as per instructions of e-tendering website.”

4. Existing Section 5.2 Quantity, part of which is under,

“Tentative requirement of total Black cartridge toners for both B&W printers would be around 14600 per annum across the state of Maharashtra.”

Is replaced by.

Tentative requirement of total Black cartridge toners for both B&W printers would be around 10220 per annum across the state of Maharashtra.

5. Existing section 5.4 Supply,

“Supply of cartridge toners has to be done monthly in heavily loaded offices, bi-monthly in low loaded offices and quarterly in very low loaded offices. List of these offices is provided in Annexure-A

Delivery locations will be 2/3 places in each JDR office/district of Maharashtra state. So there would be around 70 to 100 locations in the entire state.

Delivery of 1st batch of cartridge toners shall be as per estimated quantity (monthly or bi-monthly or quarterly as applicable) mentioned in Annexure A to all the locations.

For the next batches of delivery, vendor first needs to confirm (in writing through email/letter/fax) from the JDR office about the quantity of supply. In case of colour toner cartridges, vendor has to necessarily ask for type of colour toner cartridge to be delivered. Order by JDR office will be done for specific type (Black/Cyan, Magenta, Yellow) of colour toner cartridge. Vendor should not force JDR office to purchase all or multiple colours every time.

Supply of all the batches of the cartridge toners has to be done as per 'Delivery Schedule'

All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the cartons will be opened and checked by the concerned officials. If substantial damage/tampering is found with the carton, officials will have the right to return back the delivery either partially or fully. In such a case, vendor has to replace the remaining/full quantity of cartridge toners of the batch without any extra logistics cost to the purchaser.

The vendor must apply to the respective authority for issue of road permit /waybill in time considering the delivery schedule.

Delays on account of getting relevant permits shall not make vendors eligible for waiver of late delivering penalties in terms of Purchase Order."

Is replaced by.

"Supply of first batch of b/w cartridge toners has to be done as follows:

1. Three toners in heavily loaded offices
2. Two toners in low loaded offices
3. One toner in very low loaded offices.

Vendor need to confirm from the JDR office about the type of toners to be supplied in the 1st batch.

Classification of these offices is provided in Annexure-A

Delivery locations will be Sub Registrar Offices of the Department which are 504 as of now. Please refer to link http://igrmaharashtra.gov.in/SB_ORGANISATION/ORGANISATION_Offices.aspx for list of Sub Registrar Offices.

For the next batches of delivery of toners of b/w printers and delivery (including 1st batch) of toner of colour printer, order will be placed by JDR office. Vendor first needs to confirm (in writing through email/letter/fax) from the JDR office about the quantity and type of toner supply. So order will be placed by JDR office but delivery has to be done to SRO.

In case of colour toner cartridges, vendor has to necessarily ask for type of colour toner cartridge to be delivered. Order by JDR office will be done for specific type (Black, Cyan, Magenta, Yellow) of colour toner cartridge. Vendor should not force JDR office to purchase all or multiple colours every time.

Order for toner would be placed by JDR as and when demanded by SROs. Supply of all the batches of the cartridge toners should be done as per 'Delivery Schedule'

All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the cartons will be opened and checked by the concerned officials. If substantial damage/tampering is found with the carton, officials will have the right to return back the delivery either partially or fully. In such a case, vendor has to replace the remaining/full quantity of cartridge toners of the batch without any extra logistics cost to the purchaser.

The vendor must apply to the respective authority for issue of road permit /waybill in time

considering the delivery schedule.

Delays on account of getting relevant permits shall not make vendors eligible for waiver of late delivering penalties in terms of Purchase Order. On written request of successful vendor, the Octroi Exemption certificate will be issued within two weeks.”

6. Existing section 5.6 Rejection, Communication & Support is appended by following,

“At delivery site, preliminary scrutiny of supplied toners would be done. If any of the toners is found to be non-complying the terms & conditions of the RFP, it would be rejected at the time of delivery only. But Department also reserves the right to reject cartridge toner, if any non-compliance to T&C is found at later stage.”

7. Existing section 7.2 SLA definition, measurement and monitoring,

#	Activity	Penalty
1.	Failure in maintaining Delivery Schedule as per section 8	If order is made and delivery is not done as per Delivery schedule, then amount equal to delivery value will be deducted from next payment due of the vendor. Repeated such cases across the state of Maharashtra may lead to termination of contract at discretion of the Department.
2.	Rejection of lot	If any toner cartridge is rejected by Department, 50% of payment against the replaced toner cartridge will be deducted apart from non-payment of rejected cartridge. Repeated cases of rejection across the state of Maharashtra may lead to termination of contract at discretion of the Department.
3.	Genuine toner	If non-genuine toner is supplied by the vendor, 5 times the value of single toner as per agreed commercials will be levied as penalty. More than 5 such cases in entire state may lead to termination of contract and blacklist of vendor at discretion of the Department.

The Penalty shall be calculated and deducted from the immediate payment due or the performance bank guarantee submitted. All above mentioned penalties are exclusive to each other. If the total penalty at any point of time which is to be levied exceeds 10% of contract value, the department reserves the right to terminate the contract/cancel the PO, forfeit Security Deposit/EMD or may blacklist the vendor for 3 years.

Is replaced by.

#	Activity	Penalty
1.	Failure in maintaining Delivery Schedule as per section 8	If order is made and delivery is not done as per Delivery schedule, then amount equal to 10% of delivery value will be deducted from next payment due of the vendor. Repeated such cases across the state of Maharashtra may lead to termination of contract along with forfeiture of EMD

		and/or blacklisting of vendor at discretion of the Department.
2.	Rejection of lot	If any toner cartridge is rejected by Department, 50% of payment against the replaced toner cartridge will be deducted apart from non-payment of rejected cartridge. Repeated cases of rejection across the state of Maharashtra may lead to termination of contract at discretion of the Department.
3.	Genuine toner	If non-genuine toner is supplied by the vendor, 5 times the value of single toner as per agreed commercials will be levied as penalty. More than 5 such cases in entire state may lead to termination of contract and blacklist of vendor at discretion of the Department.

The Penalty shall be calculated and deducted from the immediate payment due or the performance bank guarantee submitted. All above mentioned penalties are exclusive to each other. If the total penalty at any point of time which is to be levied exceeds 10% of contract value, the department reserves the right to terminate the contract/cancel the PO, forfeit Security Deposit/EMD or may blacklist the vendor for 3 years.

If vendor feels penalty is levied on him due to reasons which were not in his control, he may submit his presentation to the Department. IGR, at its discretion, may consider waiving the penalty.

4. Existing section 8 Delivery Schedule,

The below mentioned table delineates the various project activities and the associated timelines in DAYS from the project start date (i.e. date of issue of work order).

#	Activity	Duration	Timeline
1.	Project Start (Award of Contract) i.e. Date of issue of work order by the Department	-	T
2.	Supply of 1 st batch of toner cartridge	15 Days	T + 15 Days
3.	Supply of next batches of toner cartridge	10 Days	Date of confirmation of order by JDR + 10 Days
4.	Replacement of rejected toner cartridge	20 Days	Date of intimation of rejection by JDR + 20 days

Is replaced by.

The below mentioned table delineates the various project activities and the associated timelines in DAYS from the project start date (i.e. date of issue of work order).

#	Activity	Duration	Timeline
1.	Project Start (Award of Contract) i.e. Date of issue of work order by the Department	-	T
2.	Supply of 1 st batch of toner cartridge	30 Days	T + 30 Days
3.	Supply of next batches of toner cartridge	15 Days	Date of confirmation of order by JDR + 15 Days
4.	Replacement of rejected toner cartridge	20 Days	Date of intimation of rejection by JDR + 20 days

5. Existing section 9.1 Technical Criteria, part of which is as under,

Bidder must have supplied toner cartridges of value at least Rs. 10 Cr to any organisation/s through multiple orders since inception	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client.
Bidder should have successfully completed at least 3 orders of supplying toner cartridges of each worth 10 lakhs.	

Is replaced by.

Bidder must have supplied Printer with toner cartridges/toner cartridges of value at least Rs. 10 Cr to any organisation/s through multiple orders since inception	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client.
Bidder should have successfully completed at least 3 orders of supplying toner cartridges of each worth Rs. 10 lakhs. OR Bidder should have successfully completed at least 3 orders of supplying printer with starter toner cartridges of each worth Rs 50 lakhs.	

6. Existing section 11 Payment Terms & Schedule,

“Vendor need to submit quarterly invoice to the Department. Invoice should be raised for those toner cartridges for which vendor has obtained delivery acknowledgement receipt.

Invoice should contain serial numbers of cartridge toners supplied, type of cartridge toner supplied, number of cartridge toner supplied of each type, delivery location & date of delivery of each cartridge toner. Invoice should be accompanied with all the delivery

acknowledgement receipt obtained from COMS or delivery location department official. Vendor need to submit other documents as required by the Department along with invoice to verify the safe and successful delivery of cartridge toner.

IGR office of department will process the invoice and release the payment. Full payment will be released by the Department against the toners for which there is no issue. Vendor should not enquire about status of payment to any other office of the department.”

Is replaced by.

“Vendor need to submit monthly invoice to the Department. The original invoice has to be submitted to the delivery location i.e. Sub Registrar Office and copy of the invoice to the IGR office of the Department for payment. Invoice should be raised for those toner cartridges for which vendor has obtained delivery acknowledgement receipt.

Invoice should contain serial numbers of cartridge toners supplied, type of cartridge toner supplied, number of cartridge toner supplied of each type, delivery location & date of delivery of each cartridge toner. Invoice should be accompanied with all the delivery acknowledgement receipt obtained from COMS or delivery location department official. Vendor need to submit other documents as required by the Department along with invoice to verify the safe and successful delivery of cartridge toner.

IGR office of department will process the invoice and release the payment. Payment is generally done within 30 days of submission of invoice but without any commitment. Full payment will be released by the Department against the toners for which there is no issue. Vendor should not enquire about status of payment to any other office of the department.”

7. Annexure E is deleted.

Accordingly other Annexure numbering has been revised.

8. Modified RFP is annexed below, which also contains some other minor changes

**Inspector General of Registration
&
Controller of Stamps
Maharashtra State, Pune**



Tender No. IGR/Desk7/eTender2/2015

**Request for Proposal
For Procurement of Cartridge Toner for Samsung Printers**

27 March 2015

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1. INVITATION FOR TENDER

The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune invites (also referred to as “Purchaser” in this document) offers (Technical and Commercial) for this tender.

For the procurement process, the bidders shall follow the procedure described on e-Tendering website (<http://mahatenders.gov.in/nicgep/app>). For further details about the e-Tendering procedure and its requirements, refer manual available on the e-Tendering website.

The tender document will be available on e-Tendering website and may be downloaded by the interested bidders. The bidders are required to submit the tender fee and EMD online on or before the last date of bid submission through e-tendering website (<http://mahatenders.gov.in/nicgep/app>) without which bid shall be considered incomplete & non responsive and hence shall not be considered for evaluation. The tender fee shall be non-refundable. The summary of tender notice is as follows:

S. No.	Item	Particulars
1	Tender Reference	IGR/Desk7/eTender2/2015
2	Tender Fee	Rupees One Thousand Only
3	Bid Security (Earnest Money Deposit)	Rupees Thirty Four Lakh Only
4	Place of Pre-bid meeting	Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune New Administrative Building, Ground Floor, Opp. Council Hall, Pune - 411 001
5	Address of Communication	Same as above
6	Telephone and Fax Number	020-26138432, 95455 89212,
7	Email Address	igrfp@gmail.com
8	Contact Person	Shri. S G Khurd Deputy Director (Accounts), New Administrative Bldg. Opp. Council Hall, Pune-1

9	e-Tendering Website	http://mahatenders.gov.in/nicgep/app
10	e-Tendering Support (10 AM - 6 PM on Working Days)	1800-3070-2232 (Toll-Free), +91-7878107985, +91-7878107986 eproc.support@maharashtra.gov.in

The purchaser reserves the right to accept or reject or cancel any bid or relax any part of the tender document without assigning any reason thereof.

All the work, under the scope of this tender, will be on rate discovered through the tender.

Dated: - 27th March 2015

-Sd-

Inspector General of Registration & Controller
of Stamps, M.S, Pune.

2. SCHEDULE

The important dates for the tender are mentioned below, the bidders are requested to take a note of them.

EVENT	TARGET DATE
Start date of sale/availability of tender document on website	27/03/2015
Last date to send in requests for clarifications on the tender	09/04/2015
Project briefing & Pre bid meeting	10/04/2015 at 1 p.m.
Start date of submission of Tenders	22/04/2015 9:00 a.m.
Last date and time for availability of tender document	27/04/2015 till 5.00 p.m.
Last date and time for submission of EMD and Tender fees in the office of The Inspector General of Registration & Controller of Stamps, M.S., Pune.	
Last date and time for submission of Tender bids	
Time and date of opening of Technical Bids	28/04/2015 at 12.00 Noon
Time and date of opening of Commercial Bid	To be informed later

3. DEFINITIONS

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- **"Contract"** means an agreement entered into by the Purchaser with the selected bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein
- **"Eligible Bidder"** means bidder satisfying qualifying criteria
- **"EMD"** means Earnest Money Deposit
- **"e-Tendering System/website"** means the Government of Maharashtra's electronic tendering system listed at <http://mahatenders.gov.in/nicgep/app>
- **"IGR"** means Inspector General of Registration, Pune, Maharashtra
- **"Non-compliance"** means failure/refusal to comply the terms and conditions of this tender
- **"Non-responsive"** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Pro-forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee on EMD.
- **"Purchaser"** means Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune
- **"Department"** means Department of Registration & Stamps, Maharashtra State, Pune
- **"Services"** means services to be provided as per the requirement mentioned in the scope of work
- **"SRO"** means Sub-Registrar Office
- **"JDR"** means Joint District Sub-Registrar
- **"DIG"** means Deputy Inspector General of Registration
- **"Vendor" or "Selected Bidder"** means the successful bidder with whom the Purchaser enters into an agreement.

4. INTRODUCTION

Government of Maharashtra has been a pioneer in promotion of ICT and e-Governance in India. Maharashtra has been identified as a “Leader” in the area of e-Governance in the recent study conducted by Government of India.

The Department of Registration and Stamps has been the front-runner in computerization of various processes under its purview. The detailed information regarding the department has been provided in sub-sections.

4.1. Departmental Background

The Department of Registration and Stamps looks after registration of documents and recovery of stamp duty. A set procedure of registration and collection of stamp duty is laid down as per the Registration Act, 1908 and The Maharashtra Stamp Act respectively.

The main functions performed by the department are:

- Registration of documents and Preservation of the registered documents
- Collection of Stamp Duty

The Department of Registration and Stamps has a vast expanse in the state of Maharashtra and is the 2nd highest revenue earning department for the Government of Maharashtra. The department provides services through more than 500 offices in the State of Maharashtra.

Department has fully computerised its Registration process. For this every Sub Registrar Office (SRO) is equipped with PCs, Printers, Scanners, Bio-Metric device, Barcode Reader and Web Camera. For Power back up, UPS is provided to all SROs. This computerisation project is called as iSARITA (Integrated Stamps and Registration Information Technology Application).

4.2. Project Background

Every year Department registers around 23 lakh documents through iSARITA. During registration process, Department is required to print pages like Receipt page, Pre-Registration Summary Pages, Summary-I Pages, Index-II Pages, Defaced Challan Pages and Thumbnail prints. Apart from this Department have also other printing requirements for providing services of certified Index-II, certified registered document, and search report and for other administrative purposes. Department has purchased Samsung printers for this job.

This tender intends to procure cartridge toners for the Samsung Printers of the IGR offices.

4.3. Contract Period

The contract period shall be for 2 years, starting from the date of issue of work order. Contract period may be extended by 1 year further upon mutual agreement of purchaser and vendor.

5. SCOPE OF WORK

The vendor shall be required to supply Cartridge toners for Samsung Printers of the Department as per specifications mentioned in the sub sections. These sub-sections provide details about specifications and other related scope of work of the vendor.

5.1. Specifications of Cartridge Toner

The vendor shall be required to provide cartridge toners for following printer models,

4. Black & White Printer Samsung ML3710ND
 - a. For. Eg. Cartridge toner model: Samsung MLT-D205L
5. Black & White Printer Samsung ML2851ND
 - a. For. Eg. Cartridge toner model: ML2850B
6. Colour Printer Samsung CLP 620 ND
 - a. For. Eg. Cartridge toner model: CLT-K508L, CLT-C508L, CLT-M508L, CLT-Y508L

Model numbers of cartridge toners mentioned above are suggested by the purchaser. Primary requirement is cartridge toner should be compatible with printer and should be authorised from Samsung.

The Cartridge toners should have below mentioned features,

5. Cartridge toner should be fully compatible with the respective printer model
6. Black Cartridge toner should give minimum yield of 5000 pages
7. Colour Cartridge toners should give minimum yield of 4000 pages
8. Cartridge toner should be original and manufactured by M/s Samsung only.

Department reserves the right to ask vendor to supply lower yield cartridge toners in case of emergency situation at mutually agreed price.

Vendor need to submit brochures/fact sheets/specification sheet/data sheet of the proposed toner cartridges with the technical bid.

5.2. Quantity

Tentative requirement of total Black cartridge toners for both B&W printers would be around 10220 per annum across the state of Maharashtra. Similarly tentative requirement of colour cartridge toner for Colour Printer would be around 750 (including all colour toner cartridges) per annum across the state of Maharashtra.

The exact order, JDR wise may differ by approximate 10% positive or negative of the figures mentioned in Annexure A.

Department doesn't commit to place order of any quantity during contract period.

5.3. Genuineness of toner

As per specifications, vendor has to supply only 100% genuine toners manufactured by Samsung. In no case refilled or duplicate or non-genuine toner should be supplied.

Department reserves the right to check the genuineness of supplied item anytime from third party or directly from Samsung. Vendor has to provide full coordination and support in such activity done by the Department.

It will be the responsibility of vendor to prove the genuineness of any supplied toner cartridge if asked by the department.

Vendor will be liable for hefty penalties as per SLA if non-genuine toner is supplied.

5.4. Supply

Supply of first batch of b/w cartridge toners has to be done as follows:

4. Three toners in heavily loaded offices
5. Two toners in low loaded offices
6. One toner in very low loaded offices.

Vendor need to confirm from the JDR office about the type of toners to be supplied in the 1st batch.

Classification of these offices is provided in Annexure-A

Delivery locations will be Sub Registrar Offices of the Department which are 504 as of now. Please refer to link http://igrmaharashtra.gov.in/SB_ORGANISATION/ORGANISATION_Offices.aspx for list of Sub Registrar Offices.

For the next batches of delivery of toners of b/w printers and delivery (including 1st batch) of toner of colour printer, order will be placed by JDR office. Vendor first needs to confirm (in writing through email/letter/fax) from the JDR office about the quantity and type of toner supply. So order will be placed by JDR office but delivery has to be done to SRO.

In case of colour toner cartridges, vendor has to necessarily ask for type of colour toner cartridge to be delivered. Order by JDR office will be done for specific type (Black, Cyan, Magenta, Yellow) of colour toner cartridge. Vendor should not force JDR office to purchase all or multiple colours every time.

Order for toner would be placed by JDR as and when demanded by SROs. Supply of all the batches of the cartridge toners should be done as per 'Delivery Schedule'

All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination site, the cartons will be opened and checked by the concerned officials. If substantial damage/tampering is found with the carton, officials will have the right to return back the delivery either partially or fully. In such a case, vendor has to replace the remaining/full quantity of cartridge toners of the batch without any extra logistics cost to the purchaser.

The vendor must apply to the respective authority for issue of road permit /waybill in time considering the delivery schedule.

Delays on account of getting relevant permits shall not make vendors eligible for waiver of late delivering penalties in terms of Purchase Order. On written request of successful vendor, the Octroi Exemption certificate will be issued within two weeks.

5.5. Consumption and Order Management

Department is developing a Consumption and Order Management System (COMS) to track order and consumption of all the consumables required at IGR offices. Order will be placed through this system by the Department's officials. Vendor will be given access of this system through internet. Some of the features of this system will be,

1. Order Management
 - a. Facility to place requirement by SRO
 - b. Facility to place order by JDR to vendor
 - c. Facility to access system by vendor to see the orders
 - d. Report for DIG to monitor orders placed by JDR
 - e. Order of default quantity by JDR if no intervention is done
 - f. Facility to change default quantity of order by DIG
 - g. Facility to intimate cartridge toner rejected
 - h. Generation and download of Delivery acknowledgement receipt by Department official
2. Consumption Management
 - a. Facility to maintain quantity of consumable consumed (based on orders placed) at SRO, JDR, DIG and IGR level, monthly, quarterly and yearly.
 - b. Facility to maintain toner cartridges with unique numbers consumed by the IGR office.
 - c. Report of consumption of consumable versus number of documents registered and total number of pages in documents registered
3. Payment Management
 - a. Vendor to submit details of invoices submitted to JDR office
 - b. Report to monitor payment done and payment pending

In case development and hence availability of system is delayed at the time of issue of work order, above functions has to be done manually by the vendor in coordination with the Department till the availability of system.

5.6. Rejection, Communication & Support

If any cartridge toner is rejected by the concerned official at delivery location, it has to be replaced as per delivery schedule. Reasons of rejection may be but not limited to,

1. Toner not compatible with printer
2. Duplicate, refilled or non-genuine toner
3. Fully or partially used toner
4. Cartridge toner is not as per specifications of tender document
5. Seal should be intact without any sign of tampering

At delivery site, preliminary scrutiny of supplied toners would be done. If any of the toners is

found to be non-complying the terms & conditions of the RFP, it would be rejected at the time of delivery only. But Department also reserves the right to reject cartridge toner, if any non-compliance to T&C is found at later stage.

Vendor has to replace rejected cartridge toner without any extra cost to the purchaser. Rejected cartridge toner has to be lifted by vendor only.

Vendor has to provide two levels of contact at central level and for each division. IGR Office will communicate with contact at central level whereas field offices will communicate with division level contacts for confirmation of order, delivery and support. In any case in whatsoever situation, Department's official should not be required to visit any of the vendor's office or Samsung office.

Vendor has to provide on call support for installation of cartridge toner. Full support has to be provided by vendor for coordinating order and delivery of items.

6. INSTRUCTIONS TO THE BIDDERS

6.1. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

6.2. Submission of Tender Offers

Tender offers shall be received by the purchaser through the e-Tendering system before the date and time as specified in the 'Schedule'.

The purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Tendering system.

Note: Telex, cable or facsimile offers will be rejected

6.3. Method of Submission of Tender Form

The two bids system shall be followed i.e. Technical and Commercial Offers should be uploaded separately through the e-Tendering system.

1. The Technical Bid should be submitted separately at the place as earmarked for it on e-tendering website.
2. The Commercial Bid should be submitted separately at the place as earmarked for it on e-tendering website. If the Commercial Bid is not submitted separately, this will constitute grounds for declaring the Bid non-responsive.

The EMD and Tender Fee have to be submitted online through e-tendering website. The Purchaser shall not be responsible for delayed payment. This circumstance may be case for Bid rejection.

6.4. Late Tender Offers

Late submission will not be entertained and will not be permitted by the e-Tendering system.

6.5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

6.6. Costs & Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the

contract and no changes for any reason what so ever will be allowed.

6.7. Offer validity period

The tender offer must be valid for 120 days from the date of opening of the tender. However Inspector General of Registration & Controller of Stamps, M.S., Pune may extend this period for another 180 days and bidders should agree to such extension.

6.8. Pre-bid conference

A Pre-Bid conference of all the interested bidders will be held at the scheduled date and time. The bidders will have to submit their queries in the online form available on the e-Tendering system and also through email in the format of Annexure B. In pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the e-Tendering system as corrigendum. This will form a part of this bid document.

6.9. Right to Alter Items

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications of any items.

6.10. Modification and Withdrawal of Bids

The Bidder may modify its bid submitted online. However, withdrawal of original offer will not be allowed. Hence Tender fee and EMD once submitted to Purchaser shall not be refunded in any case. No offer can be modified by the Bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

6.11. Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the Purchaser through courier or in person. The request for such clarifications and the response shall be in writing.

6.12. Amendment of bidding document

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.

At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder,

modify the bidding documents.

In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.

The purchaser reserves the right to make any kind of amendments in the operational terms of the tender that they feel is required even after opening of technical bid of the tender.

6.13. Self-Declaration & Undertaking

The Bidder shall submit the Self Declaration for not being blacklisted as specified in Annexure C.

6.14. Earnest Money Deposit (EMD)

EMD of Rs. 34 lakh should be deposited online as per instructions of e-tendering website.

EMD of all the unsuccessful bidders will be refunded as promptly as possible after the decision of the commercial bid is taken. EMD of the successful bidder will be discharged only after the completion of the contract papers.

EMD shall be forfeited in the following cases:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to sign the contract or to furnish the performance security.

No exemption for submitting the EMD will be given to any agency including SSI Units.

6.15. Performance Bank Guarantee

The successful bidder shall at his own expense deposit with department an unconditional and irrevocable Performance Bank Guarantee (PBG) from a **Scheduled/Nationalized Bank** for **10% of Total Commercial Value/contract value** at the time of signing of contract. Format of PBG is as mentioned in Annexure-F. The validity of Performance Bank Guarantee should be for contract period and six months from the date of issue of work order.

The indicative conditions in which the PBG of the successful bidder may be forfeited are:

- If it fails to start work within 3 weeks after issue of work order
- Non-Compliance with the terms and conditions of RFP
- The total penalty is more than amount payable at any point of time in contract period.

6.16. Erasures or Alternations and Signing of Tenders Offers

The original Tender Offer shall be signed by the Bidder or a person or persons duly authorized. Such authorization shall be indicated by Authority Letter on the bidder's company letter head accompanying the tender offer. The Tender documents submitted should not contain any interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder,

in that case such corrections shall be initialled by the person or persons signing the offer.

6.17. Confidentiality

As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information.

It is the express intent of the purchaser that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the purchaser.

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

At all times during the performance of the Services, the bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.

In preliminary Scrutiny prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this Clause, a substantially responsive bid is one, which is in conformity with all the terms and conditions of the Tender Documents without any material deviations. The Purchaser’s determination of an offer’s responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The purchaser will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. The Purchaser will short-list technically qualified bidders based on compliance of the pre-qualification criteria.

The IGR, M.S reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the Tender Evaluation Committee, if he finds, it is in the interest of the

Government. The decision in these regards of the IGR, M.S will be final and binding on all Bidders.

6.18. Deciding Award of Contract

- a) The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to Purchaser and its appointed representative on the date asked for, at no cost to the Purchaser. The Purchaser may at its discretion, visit the office of the Bidder any time before the issue of Letter of work order.
- b) The Purchaser shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will not be opened after completing the selection process. The Purchaser shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by email or publication on e-Tendering Website.
- c) The bidder's names, the Proposal Prices and such other details as the Tendering Authority may consider appropriate, will be announced by the Purchaser at the time of opening.

6.19. No commitment to accept lowest or any tender

The Purchaser shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefore. The Purchaser reserves the right to make changes in terms and conditions of the tender. The Purchaser will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

6.20. Address for Bid Submission and Correspondence

Shri. S. G. Khurd
Deputy Director (Accounts),
Office of the Inspector General of Registration & Controller of Stamps, M.S., Pune,
New Administrative Building, Ground Floor,
Opp. Council Hall, Pune - 411 001

6.21. Rejection Criteria

Besides other conditions and terms highlighted in the tender document, bids may be rejected under following circumstances:

General Rejection Criteria

- a. Conditional Bids;

- b. If the information provided by the Bidder is found to be incorrect/ misleading/fraudulent at any stage / time during the Tendering Process;
- c. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions;
- d. Bids without signature of person (s) duly authorized on required pages of the bid;
- e. Bids without Authority Letter/ board resolution.

Pre-Qualification Rejection Criteria

- a. Bidders not complying with the Eligibility Criteria given in this RFP
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;

Technical Rejection Criteria

- a. Technical Bid containing commercial details;
- b. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- d. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder;
- e. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- f. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender;

Commercial Rejection Criteria

- a. Incomplete Price Bid;
- b. Price Bids that do not conform to the Tender's price bid format;
- c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable;
- d. If there is an arithmetic discrepancy in the commercial bid calculations, the Evaluation Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

6.22. Conditional Offers by the bidders

The selected bidder should abide by all Terms and Conditions specified in the RFP Document. Conditional offers shall be liable for disqualification.

7. SERVICE LEVEL AGREEMENTS (SLA)

7.1. Service level Objectives

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the successful bidder to purchaser for the duration of this contract. SLA defines the terms of the successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by the purchaser in the Service Level Agreement with Successful bidder. The successful bidder has to comply with all Service Level Agreements (SLAs) defined below to ensure adherence to project timelines, quality and availability of services.

7.2. SLA definition, measurement and monitoring

#	Activity	Penalty
4.	Failure in maintaining Delivery Schedule as per section 8	<p>If order is made and delivery is not done as per Delivery schedule, then amount equal to 10% of delivery value will be deducted from next payment due of the vendor.</p> <p>Repeated such cases across the state of Maharashtra may lead to termination of contract along with forfeiture of EMD and/or blacklisting of vendor at discretion of the Department.</p>
5.	Rejection of lot	<p>If any toner cartridge is rejected by Department, 50% of payment against the replaced toner cartridge will be deducted apart from non-payment of rejected cartridge. Repeated cases of rejection across the state of Maharashtra may lead to termination of contract at discretion of the Department.</p>
6.	Genuine toner	<p>If non-genuine toner is supplied by the vendor, 5 times the value of single toner as per agreed commercials will be levied as penalty.</p> <p>More than 5 such cases in entire state may lead to termination of contract and blacklist of vendor at discretion of the Department.</p>

The Penalty shall be calculated and deducted from the immediate payment due or the performance bank guarantee submitted. All above mentioned penalties are exclusive to each other. If the total penalty at any point of time which is to be levied exceeds 10% of contract value, the department reserves the right to terminate the contract/cancel the PO, forfeit Security Deposit/EMD or may blacklist the vendor for 3 years.

If vendor feels penalty is levied on him due to reasons which were not in his control, he may

submit his presentation to the Department. IGR, at its discretion, may consider waiving the penalty.

8. DELIVERY SCHEDULE

The below mentioned table delineates the various project activities and the associated timelines in DAYS from the project start date (i.e. date of issue of work order).

#	Activity	Duration	Timeline
5.	Project Start (Award of Contract) i.e. Date of issue of work order by the Department	-	T
6.	Supply of 1 st batch of toner cartridge	30 Days	T + 30 Days
7.	Supply of next batches of toner cartridge	15 Days	Date of confirmation of order by JDR + 15 Days
8.	Replacement of rejected toner cartridge	20 Days	Date of intimation of rejection by JDR + 20 days

9. QUALIFICATION CRITERIA & BID EVALUATION

9.1. Technical Criteria

#	Technical Criteria	Proof Document Required
1.	The bidder should be OEM or authorized partner of the OEM. The authorized bidders will be required to submit an authorization letter from OEM as per the format given in Annexure-C.5. In case OEM bids themselves, then its authorized partner will not be eligible to bid for the same make.	Manufacturer's Authorisation Form
2.	Bidder must have supplied Printer with toner cartridges/toner cartridges of value at least Rs. 10 Cr to any organisation/s through multiple orders since inception	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client.
3.	Bidder should have successfully completed at least 3 orders of supplying toner cartridges of each worth Rs. 10 lakhs. OR Bidder should have successfully completed at least 3 orders of supplying printer with starter toner cartridges of each worth Rs 50 lakhs.	
4.	Bidder's Annual sales turnover should be more than Rs. 2 Crore (Rupees Two Crore), in each of the last 3 financial years (FY 2011-12, FY 2012-13, and FY 2013-14). <i>Note: The turnover refers to the company responding to this tender and not the composite turnover of its subsidiaries/sister concerns etc. (quote value in Rs. Crore)</i>	Copy of the audited Balance Sheet & Profit and Loss statement or Certificate in this regard from Chartered Accountant for the concerned years
5.	The bidder should be registered with Service Tax department, Sales Tax department, and Income Tax Department of the Government	VAT/ST/CST Registration Certificate, Copy of PAN Card, and Service Tax Registration Certificate
6.	The firm should not have been blacklisted by Central Government or any State Government	Declaration letter by bidder as per format given in Annexure C in the RFP

	or ULB or PSU in India at the time of submission of the Bid.	document
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Note:

- No consortium is allowed
- Any organization debarred / black listed by Central / State government/PSU/ULB in India, at the submission of the bid, shall not be allowed to participate in the tender.

9.2. Technical Bid

During technical bid preparation, the bidder is required to strictly adhere to the technical bid format provided in this document. The format for the same has been detailed in the *Annexure C – “Technical Bid Document Format”*.

The Technical Bid should contain the following details:

- Bid covering Letter (As per format mentioned in Annexure-C)
- The technical bid submitted by the bidder should clearly attach all supporting documents required (Refer Annexure-C).

9.3. Commercial Bid

Bidder shall submit their prices as per the format mentioned in Annexure-D.

The bidder should take care that rate mentioned sufficiently covers the expenses that the bidder shall incur for the project as mentioned in the scope of work.

9.4. Evaluation

The Department of Registration and Stamps, Maharashtra will evaluate the bids i.e. technical and commercial as per the following pattern:

- a. Conditional bids shall be summarily rejected. The bidder should quote only one price.
- b. Tender Evaluation Committee (TEC) formed by department will evaluate both technical & commercial bids.
- c. Tender Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- d. Technical Bids received without Tender fee and bid security amount shall be rejected.
- e. The Department of Registration and Stamps, Maharashtra may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

- f. Further, the scope of the evaluation committee also covers taking of any decision with regard to the Tender Document.
- g. The selection of bidder will be done on two stage of evaluation process - Technical Evaluation, and Financial Evaluation
- h. For all the bids submitted, the technical evaluation criteria will be examined including possible visit to inspect bidder's office, if considered necessary. During the technical evaluation, if bidder fails to meet any of the requirements of technical evaluation, no subsequent opportunity will be given to the bidder(s). Tendering Authority reserves right to visit bidder's customers where such a similar project execution has taken place.
- i. Only for those bids which qualify the technical evaluation criteria, the financial evaluation will be conducted. Also only technically qualified bidders shall be called for commercial opening meeting.

9.5. Price Comparison

The Purchaser will evaluate Commercial Offers of only technically qualified bidders. If there exists any discrepancy between words and figures, the lower amount indicated will be considered.

Lowest Cost Bidder (L1) of both the orders separately would be the bidder for whom 'Total Cost of Project' (as per commercial format) would be minimum.

9.6. Contract Award Criteria

Letter of Intent shall be issued to L1 i.e. Lowest Cost Bidder. L1 would necessarily be a technically qualified bidder. If L1 fails to accept the offer or meet the technical criteria, then L2 (and thus in this order L2, L3, L4.....) shall be invited to match the commercials of L1 and take the order.

If none of the bidders is ready to match the L1 price, then L2 (and thus in this order L2, L3, L4.....) at its price shall be invited to take order.

If more than one technically qualified bidder's have the same total cost of project, then the bidder who has more annual turnover for financial year 2013-14 shall be given higher preference over other.

10. TERMS AND CONDITION GOVERNING THE CONTRACT

10.1. Signing of Contract

- a. As per section 10.6, letter of intent will be issued to successful bidder. Then within 7 days from the date of issue of letter of intent from the purchaser, the successful Bidder shall execute an agreement of contract. In exceptional circumstances, on request of the successful bidder in writing for extension, The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune reserves the right to grant an extension for appropriate period after being satisfied with the reasons given.
- b. In addition to terms and conditions being mentioned in RFP, all terms & conditions in corrigenda and addendum to the RFP will also be applicable for the contract.
- c. At the time of signing the agreement, the successful bidder shall submit Performance Bank Guarantee for required amount in the form of Bank Guarantee drawn on any Scheduled / Nationalized Bank in favor of The Inspector General of Registration & Controller of Stamps, Maharashtra State, Pune in Annexure-F. Without this work order will not be issued.
- d. On failure of execution of the agreement by the successful bidder, all EMDs furnished will be forfeited.
- e. After successful signing of contract between both the parties, Purchaser shall issue work order.

10.2. Transfer & Sub - Letting

No outsourcing of work would be allowed in the project.

10.3. Completeness of Contract

The contract will be deemed as incomplete if any part of the work under this project is not complete as per the terms and conditions of this RFP or not acceptable to the department.

10.4. Suspension & Cancellation of Contract

The contract of the bidder shall be suspended and the bidder may be blacklisted forthwith by the IGR without issuing notice on any of the following circumstances/reasons:

- a. Violation of any condition of the tender/ contract or part of any condition of the tender contract, or
- b. If it is found that during the process of award of contract, fraudulence was made by the bidder or the selected bidder.

As stopping the services and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Department of Registration and Stamps, M.S. Pune, the Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to

explain their stand. After enquiry, if the bidder is found guilty, the Contract of the concerned bidder for the services in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

The aggrieved party against the order passed by the Department of Registration and stamps, Maharashtra State, Pune may file an appeal to the Inspector General of Registrar and Controller of Stamps, M.S, Pune within 30 days of passing the order. The decision of the Inspector General of Registrar and controller of Stamps, M.S., Pune shall be final and binding.

10.5. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

10.6. Corrupt or Fraudulent Practices

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the execution of this contract. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract;
- **“Fraudulent practice”** means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.

The Purchaser will suspend the award of contract if prima-facie it is established that the selected bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.

The Purchaser will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

10.7. Resolution of Disputes

The matter regarding any dispute shall first be sorted out at the level of Inspector General of Registration.

Any dispute or difference whatsoever arising between the parties to this Agreement out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity of

the breach thereof, which cannot be resolved through mutual negotiations, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary(R&R), Government of Maharashtra. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Pune, Maharashtra, India.

10.8. Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Tendering Authority interpretation of the clauses shall be final and binding on the bidder. The decision taken by the Evaluation committee in the process of Tender evaluation will be final and final. The committee has been authorized to work as competent and final decision making authority as far as this tender is concerned.

10.9. Legal Jurisdiction

This contract will be governed by the Indian Laws and the disputes not resolved at the arbitration level will be subjected to jurisdiction to Courts in Pune only.

10.10. Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed.

10.11. Evaluation Committee

Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee") constituted by the IGR (M.S.), Pune shall evaluate the tenders. The decision of the Evaluation Committee in the evaluation of the **Technical** and **Commercial** bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee.

- a. *The evaluation done by evaluation committee will be final and binding on the bidders.*
- b. *A substantially responsive bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposal without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of*

the deliverables, or which limits in any substantial way, inconsistent with the RFP, IGR-Pune rights or the Bidder's obligations for performance of the project and the rectification of which deviation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- c. *Evaluation committee will examine the bids to determine whether they are complete, whether any computational error have been made and whether the bids are generally in order.*

10.12. Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for penalty, liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on IGR (M.S.), Pune.
4. If a Force Majeure situation arises, the bidder shall promptly notify IGR (M.S.), Pune in writing of such conditions and the cause thereof. Unless otherwise directed by IGR (M.S.), Pune, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - a. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
 - b. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

10.13. Risk Purchase

In case the successful bidder fails to execute the project as stipulated in the delivery schedule; IGR (M.S.), Pune reserves the right to procure the similar services from alternate sources at the risk, cost and responsibility of the successful bidder.

10.14. Indemnity

The successful bidder shall indemnify, protect and save IGR (M.S.), Pune against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this tender.

10.15. Performance Obligations

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

10.16. Intellectual Property Rights

All intellectual property rights for the work performed under this RFP as far as data and application provided by IGR (M.S.), Pune is concerned shall lie with IGR (M.S.), Pune. This clause is applicable to all data in any form or format procured, processed, scanned or produced under this RFP by the successful bidder. The successful bidder shall not use such data or DSR application or any software provided by IGR (M.S.), Pune for any other purpose during and after the term of contract. In no cases, any document provided by the department is taken out of the space provided to the successful bidder for scanning.

10.17. Failure to agree with the terms & conditions of the tender

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in which event IGR (M.S.), Pune may out rightly reject the proposal or make the award to the next Best Value Bidder or call for new Bids.

11. PAYMENT TERMS & SCHEDULE

Vendor need to submit monthly invoice to the Department. The original invoice has to be submitted to the delivery location i.e. Sub Registrar Office and copy of the invoice to the IGR office of the Department for payment. Invoice should be raised for those toner cartridges for which vendor has obtained delivery acknowledgement receipt.

Invoice should contain serial numbers of cartridge toners supplied, type of cartridge toner supplied, number of cartridge toner supplied of each type, delivery location & date of delivery of each cartridge toner. Invoice should be accompanied with all the delivery acknowledgement receipt obtained from COMS or delivery location department official. Vendor need to submit other documents as required by the Department along with invoice to verify the safe and successful delivery of cartridge toner.

IGR office of department will process the invoice and release the payment. Payment is generally done within 30 days of submission of invoice but without any commitment. Full payment will be released by the Department against the toners for which there is no issue. Vendor should not enquire about status of payment to any other office of the department.

ANNEXURES

Annexure A: List of locations

Heavy loaded offices fall in jurisdiction of following JDR/DIG offices.

#	Office Name	Type of Office	Address	Contact No.	Email id
	Dy. Inspector General Mumbai	DIG	Old Custom House, Fort, Mumbai - 23	8275090107	dig.mumbai@igrmaharashtra.gov.in
1.	Joint District Registrar, Mumbai City	JDR	Old Custom House, Fort, Mumbai - 23	8275090063	ao.mumbai@igrmaharashtra.gov.in
2.	Joint District Registrar, Mumbai Suburban	JDR	Family Court Building, Ground Floor, Bandra Kurla Complex, Bandra (East) Mumbai 51	8275090301	ao.bandra@igrmaharashtra.gov.in
	Dy. Inspector General of Registration, Pune Division, Pune	DIG	New Admn. Bldg. Forth Floor, Pune, 1	8275090005	dig.pune@igrmaharashtra.gov.in
1.	Jt. District Registrar (Cl 1) Pune City	JDR	5, Finance Road Govt. photo Registrar Office Building near B.J. Medical Ladies Hostel, Pune - 01	8275090068	jdr.punecity@igrmaharashtra.gov.in
2.	Jt. District Registrar (Cl 1) Pune Gramin	JDR	5, Finance Road Govt. photo Registrar Office Building near B.J. Medical Ladies Hostel, Pune - 01	8275090331	jdr.punerural@igrmaharashtra.gov.in
3.	Jt. District Registrar (Cl 1) Satara	JDR	Tashil Office Compound , Satara	8275090369	jdr.satara@igrmaharashtra.gov.in
4.	Jt. District Registrar (Cl 1) Sangli	JDR	Sangli Rajwada Compound, Sangli	8275090353	jdr.sangli@igrmaharashtra.gov.in
5.	Jt. District Registrar (Cl 1) Solapur	JDR	Collector Office Compound, Solapur	8275090386	jdr.solapur@igrmaharashtra.gov.in

#	Office Name	Type of Office	Address	Contact No.	Email id
6.	Jt. District Registrar (Cl 1) Kolhapur	JDR	Central Administrative Building, Kasba Bavada Road, near D.S.P. Office, Kolhapur	8275090404	jdr.kolhapur@igrmaharashtra.gov.in
	Dy. Inspector General of Registration, Konkan Div. Thane	DIG	Charai MTNL Bldg., 7th floor, Mavali Mandal Road, Charai, Thane-1	8275090110	dig.thane@igrmaharashtra.gov.in
1.	Jt. District Registrar office Thane City	JDR	4 th floor, Collector office Bldg., Thane(w.)	8275090424	jdr.thanecity@igrmaharashtra.gov.in
2.	Jt. District Registrar office Thane Rural	JDR	Old Treasury Office, 1 st floor, Collector office compound, Thane.	8275090445	jdr.thanerural@igrmaharashtra.gov.in
3.	Jt. District Registrar office Raigad (Alibag)	JDR	Nr. Police station, Raigad Alibag	8275090492	jdr.raigad@igrmaharashtra.gov.in
4.	Jt. District Registrar office Ratnagiri	JDR	K.C. Jainnagar, Parasmani Bldg., Maruti Mandir, Ratnagiri	8275090469	jdr.ratnagiri@igrmaharashtra.gov.in
5.	Jt. District Registrar office Sindhudurg	JDR	Main Administrative Bldg., 1 st floor, C Block, Sindhudurnagari, Tal. Kudal, Dist. Sindhudurg	8275090469	jdr.sindhudurg@igrmaharashtra.gov.in

Low loaded offices fall in jurisdiction of following JDR/DIG offices

#	Office Name	Type of Office	Address	Contact No.	Email id
1.	Dy. Inspector General of Registration, Nishik Division, Nashik	DIG	Block No. 22, Udyog Bhavan, I.T.I Signal Chauk, Trimbak Road, Nashik 1	8275090116	dig.nashik@igrmaharashtra.gov.in
2.	Joint District Registrar Class 1 & Collector of Stamp, Nashik	JDR	1st Floor, Nashik Jilha Krushi Audyogik Sahkari Sangh Ltd. Dwarka Point, Nashik	8275090514	jdr.nashik@igrmaharashtra.gov.in

#	Office Name	Type of Office	Address	Contact No.	Email id
			Pin Code 422 011		
3.	Jt District Registrar Cl-1, Ahmednagar	JDR	Collector Office compond, Aahmednagar 414001	8275090538, 8275090539, 8275090540	Jdr.ahmednagar@igrmaharashtra.gov.in
4.	Joint District Registrar class-1 Jalgaon ,	JDR	New Administrative Building Near Akashwani kendra, Collector Office Dis.Jalgaon.425001	8275090571	jdr.jalgaon@igrmaharashtra.gov.in
5.	Joint District Registrar (Lower Grade), Dhule	JDR	New Administrative Building Of Collector Office Ground Floor Canteen Tal.Dis.Dhule.424001	8275090557	jdr.dhule@igrmaharashtra.gov.in
	Dy.Inspector general of Registration and Dy.Control of Stamp Aurangabad	DIG	Collector Office Campas, Aurangabad	8275090119	dig.aurangabad@igrmaharashtra.gov.in
1.	Joint Dist. Registrar Cl-1 (l.g.), Aurangabad	JDR	Collector Office Campas, Aurangabad	8275090592	jdr.aurangabad@igrmaharashtra.gov.in
2.	Joint Dist. Registrar Cl-1 (l.g.), Beed	JDR	Collector Office Campas, Beed	8275090608	jdr.beed@igrmaharashtra.gov.in
3.	Joint District Registrar Cl-1 (L.G.) & Collector Of Stamp, Jalna	JDR	Administrative Building, 2nd Floor Collector Office Jalna.	8275090623	jdr.jalna@igrmaharashtra.gov.in
	Deputy Inspector General of Registration and Deputy Controller of Stamps	DIG	New Administrative Building No.2 A-Wing, third floor. Divisional Commissioner Office premises, Civil lines, Nagpur	8275090125	Dig.nagpur@igrmaharashtra.gov.in
1.	Joint District Registrar Class-I (H.G.) office, Nagpur city	JDR	New Administrative bulding no.-2, A-wing, 3rd floor, civil lines, Nagpur-1.	8275090635	jdr.nagpurcity@igrmaharashtra.gov.in

#	Office Name	Type of Office	Address	Contact No.	Email id
2.	Joint District Registrar Class-1, Nagpur Gramin	JDR	Administrative Building No.2, Third Floor, Civil Line, Nagpur-01	8275090648	jdr.nagpurrural@igrmaharashtra.gov.in
3.	Joint District Registrar Class 1 Bhandara	JDR	Petkar building ,sant tukdoji ward bhandara	8275090662	jdr.bhandara@igrmaharashtra.gov.in
4.	Joint District Registrar Class-I & Collector of Stamp, Wardha	JDR	Collector Office Compound, Sewagram Road, Wardha Ta.Dist. Wardha- 442 001	8275090711	jdr.wardha@igrmaharashtra.gov.in
5.	Joint District Registrar, Chandrapur	JDR	Administrative Building, First Floor, Hall No. 4, Chandrapur	8275090679	jdr.chandrapur@igrmaharashtra.gov.in
6.	Joint District Registrar class-1 (L.G.) Gadchiroli	JDR	Collector office gadchiroli. 2nd floor , room no.26 gadchiroli 442605	8275090697	jdr.gadchiroli@igrmaharashtra.gov.in

Very low loaded offices fall in jurisdiction of following JDR/DIG offices

#	Office Name	Type of Office	Address	Contact No.	Email id
1.	Dy.Inspector General of Registration & Dy. Controller of Stamps,Amravati Division, Amravati	DIG	Bldg.of Mr.Abhijit Bhaiyyaji Thakre, Mangilal Plot, Camp, Amravati.	8275090128	dig.amravati@igrmaharashtra.gov.in
2.	Joint District Registrar Class-1, Amravati	JDR	Bldg.of Mr. Abhijit Bhaiyyaji Thakre, Mangilal Plot, Camp, Amravati.	8275090722	jdr.amravati@igrmaharashtra.gov.in
3.	Joint District Registrar Class-1, Akola	JDR	Collector Office Compound, Akola	8275090741	jdr.akola@igrmaharashtra.gov.in
4.	Joint District Registrar Class-1, Buldana	JDR	Banglow of Ad.Raut, Opposite Tahsil Office, Chaitannywadi,Buldana	8275090759	jdr.buldana@igrmaharashtra.gov.in
5.	Joint District Registrar Class-1, Yavatmal	JDR	New Administrative Bldg.,Ground Floor, Yavatmal	8275090775	jdr.yavatmal@igrmaharashtra.gov.in

#	Office Name	Type of Office	Address	Contact No.	Email id
	Dy. Inspector General of Registration & Dy. Controller of Stamps, Latur Division Latur	DIG	Collector Compond, Latur	8275090847	dig.latur@igrmaharashtra.gov.in
1.	Joint District Registrar Class-1, Latur	JDR	New Admn. Buldg. Collector Office Compond, Latur	8275090795	jdr.latur@igrmaharashtra.gov.in
2.	Joint District Registrar Class-1, Nanded	JDR	Pomod Building, VIP Road, Nanded	8275090810	jdr.nanded@igrmaharashtra.gov.in
3.	Joint District Registrar Class-1, Parbhani	JDR	Administrative Building 3rd Floor, Parbhani	8275090830	jdr.parbhani@igrmaharashtra.gov.in
4.	Joint District Registrar Class-1, Usmanabad	JDR	Central Admin Buildg , First Floor, Room No. 18, Usmanabad	8275090847	jdr.osmanabad@igrmaharashtra.gov.in

Annexure B: Clarification seeking format

All enquiries from the bidders relating to this RFP must be submitted in writing (along with email mentioned above) in the following format:

Name of Bidder:

Name and position of person submitting request:

Full formal address of the organization including phone, fax and email id:

S. No	RFP Reference(s) (section number/ page)	Content of RFP requiring Clarification	Points of clarification required
1.			
2.			
3.			
4.			
5.			

Annexure C: Technical Bid Document Format

The Technical bid should contain the following:

#	Item	Enclosed (Yes / No)
1.	Proposal Covering Letter	
2.	Authority Letter	
3.	Particulars of bidder as per format in this Annexure	
4.	Certificate of Incorporation from Registrar Of Companies (ROC)	
5.	Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company Particulars of bidder	
6.	Screen shot of Payment details	
7.	Authorization Letter(s) from OEMs (In case, OEMs are bidding by themselves this is not required)	
8.	Copy of PO/Contract Agreement/LOI/ Letter certifying completion of work from client. Document should clearly show value of toners supplied	
9.	Copy of the audited Balance Sheet and Profit & Loss statement (last 3 financial years) or Certificate in given regard from Chartered Accountant (last 3 financial years)	
10.	VAT/ST/CST Registration Certificate	
11.	Copy of PAN Card	
12.	Service Tax Registration Certificate	
13.	Self Declaration by bidder regarding not being blacklisted	
14.	Brochures/OEM documents containing details of toner cartridges proposed	
15.	Details of contacts for resolving issues related to delivery or any other issue.	
16.	Signed RFP document	

1. Technical Proposal Covering Letter

(On Company letterhead)

Date:.....

To,

**The Inspector General of Registration & Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1**

Dear Sir/ Madam,

We (Name of the bidder) hereby submit our proposal for Order in response to notice inviting tender date and tender document no. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. The bidder shall make available any additional information which may find necessary to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 120 days, extendable up to 180 days thereafter, from the last date of submission of proposal.
4. We are quoting as per format mentioned in the tender.
5. We the Bidders not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies.
6. It is understood that to undertake the work within the scope of tender we shall deploy required manpower. We, hereby, agree to take complete and absolute responsibility w.r.t. compliance to these conditions & applicable laws and under any circumstances the purchaser shall not be held responsible for any violation of these conditions and applicable laws.

Yours sincerely,
Signature
Full name of signatory
Designation
Name of the bidder (firm etc.)

2. Authority Letter

(On Company letterhead)

Date:

To,

**The Inspector General of Registration & Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1**

<Bidder Representative's Name>, < Designation>, is hereby authorized to sign relevant documents on behalf of the Company in dealing with RFP of reference <RFP No. and Date>. He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said RFP.

Thanking you,

Authorized Signatory (Name)
Name & Signature of Authorized Person
Company's Seal

3. Particulars of the Bidder

A. Organization Details

Details of the Organization	
Name	
Nature of the legal status in India	
Nature of business in India	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none"> a) Certificate of Incorporation from Registrar Of Companies (ROC) b) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company 	

B. Financial Strength Details

Financial Information			
	FY 2011-12	FY 2012-13	FY 2013-14
Revenue (in INR crores)			
Other Relevant Information			
Mandatory Supporting Documents:			
Auditor Certified financial statements for the above mentioned financial years (Please include only the relevant sections on P&L, revenue and the assets, not the entire balance sheet.)			

C. Contact Details

Details of the Organization	
Name of contact person	
Contact Person's phone number	
Contact Person's email id	
Website	
Telephone Number	

Fax Number	
------------	--

4. OEM Authorization Letter

(On Company letterhead)

Ref. No.:

Date:

**To,
The Inspector General of Registration & Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1**

Subject: Manufacturer Authorization for Tender No

Sir,

We, <OEM/ Manufacturer name> having our registered office at <OEM/ Manufacturer address>, are an established and reputed manufacturer of Toner Cartridge.

We confirm that <Bidder Name> having its registered office at <Bidder Address> is our authorized partner for _____. We authorize them to quote for our equipments in the above mentioned tender.

Our full support is extended to them in all respects for supply, warranty and maintenance of our products.

We also undertake that in case of default in execution of this tender by the <Bidder Name>, the <OEM/Company Name> will take all necessary steps for successful execution of this project as per tender requirements.

Thanking You
For <OEM/ Manufacturer name>
<(Authorized Signatory)>
Name :
Designation:

5. Profile of Previous Project Experience

Relevant Project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Type of Client (Govt./Semi-govt./ULB/PSU/Coporate)	
Project Details	
Description of the project	
Type of toner supplied	
Outcome/Status of the project	
Other Details	
Total cost of the project	
Total cost of toner cartridges supplied by the bidder	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Mandatory Supporting Documents:	
<ul style="list-style-type: none"> • Work order / Purchase order / Contract for the project/LOI/Certificate from client 	
Please provide complete details regarding the scope of the project to indicate the relevance to the requested technical evaluation criterion.	

For multiple projects please fill above format as many times. Project details not provided in above format shall not be considered for evaluation.

6. Self Declaration for not being blacklisted

We M/s _____ (Name of the Bidder) having head office at _____ undertake the following

We M/s _____ (Name of the Bidder) are not blacklisted by the Central Government, State Governments or Government Corporations in India.

Signed on behalf of M/s _____ (Name of Bidder)

Place:

Date:

Annexure D: Commercial Bid Format

The Commercial Bid should contain the following:

S. No.	Item	Enclosed (Yes / No)
1	Commercial proposal Covering Letter	
2	Price Summary	

1. Commercial Proposal Covering Letter

(On Company Letterhead)

Tender No. IGR/_____

Date : ___/___/20__

To,

**Inspector General of Registration and
Controller of Stamps, M.S., Pune
New Administrative Building
Opposite Council Hall, Pune 1**

Reference: Request for Proposal for <RFP Title>

Sir,

Having examined the RFP Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services, as required and outlined in the RFP. In order to meet such requirements and to provide services as set out in the RFP document, following is our quotation summarizing our Commercial Proposal.

We attach hereto the Commercial Proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to the services as put forward in the RFP or such modified requirements as may subsequently be agreed mutually by us and IGR (M.S.), Pune or its appointed representatives. If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, acceptable to IGR (M.S.), Pune, for a sum of <<Amount>> for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the date of submission of the tender and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and IGR (M.S.), Pune.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, annexures and other documents and instruments delivered or to be delivered to IGR (M.S.), Pune is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IGR (M.S.), Pune as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of _____)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

2. Price Summary

(On Company Letterhead)

Tender No. IGR/_____

Date : ___/___/20__

To,

**Inspector General of Registration and
Controller of Stamps, M.S., Pune
New Administrative Building
Opposite Council Hall, Pune 1**

Reference: Request for Proposal for <RFP Title>

Sir,

I / We undertake that the prices are in conformity with the requirement as specified in the tender.
We will charge the department for this project as mentioned below:

#	Cost Item	Qty. (A)	Unit Cost (B)	Total Cost (C) = (A) x (B)
1.	Toner Cartridge for Samsung ML3710ND			
2.	Toner Cartridge for Samsung ML2851ND			
3.	Toner Cartridge for Samsung CLP 620ND (Black)			
4.	Toner Cartridge for Samsung CLP 620ND (Cyan)			
5.	Toner Cartridge for Samsung CLP 620ND (Magenta)			
6.	Toner Cartridge for Samsung CLP 620ND (Yellow)			
Total Commercial Value/Total Project Cost				

Note:

1. Unit Price should include packing, forwarding, freight, insurance, installation, commissioning, warranty or any other charges.

2. *Octroi Exemption certificate will be given to the successful bidder for the product purchased by the Department, upon written request for the same at least 7 Days in advance. Octroi payment made by the successful bidder, if any, will NOT be reimbursed.*
3. *Columns which are not applicable should be marked as zero.*
4. *Bidder has to bid for complete order.*

The above mentioned quotes are inclusive of all cost likely to be incurred for executing this work and include all taxes.

If our bid is accepted, we will obtain the Performance Guarantee of Rs. ____/- for the due performance of the Contract, in the form prescribed by the Tendering Authority.

I / We agree to abide by this bid for a period of 120 days, and during extended period of 180 days thereafter, after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

I / We understand that you are not bound to accept the lowest or any bid you may receive. I / We agree to the terms & conditions mentioned in the Tender document.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

Annexure E: Security Deposit / Performance Bank Guarantee Form (PBG)

(To be given by a Nationalised or a Scheduled Bank Only)

Tender No. IGR/ _____

Date: ___/___/2015

To,
The Inspector General of Registration &
Controller of Stamps, M.S., Pune
New Administrative Building,
Opp. Council Hall, Pune 1

The Bidder (name and company) who has submitted an application for seeking a Bid Security Certificate, Performance Security and Certificate of Investible Funds to be submitted as part of the tender under reference, is hereby given on his request which is follows:-

1. PROFORMA OF PERFORMANCE SECURITY FORM

Bank Guarantee No _____ Against Contract vide Advance Acceptance of the Tender No. ___ Dated ___ of the Registration & Stamps, Department (hereinafter called "The Department") covering the _____ (Hereinafter called "The Said Contract") entered into between the Inspector General of Registration & Controller & Stamps (Hereinafter called "The Department") and _____ (Hereinafter called the "Selected Bidder").

This is to certify that at the request of the Tendering Authority we _____ Bank are holding in trust in favour of the client, the amount Rs. (write the sum here in words also) to indemnify and keep indemnified the Department against any loss or damage that may be caused to or suffered by the Department by reason of the said Contract and / or in the performance thereof. We agree that the decision of the Department, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Selected Bidder and the amount of loss or damage that has been caused or suffered by the Department shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Department.

We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfilment in all respects of the said Contract by Department i.e. till hereinafter called the "Expiry Date of the Contract" and that if any claim accrues or arises against us by virtue of this guarantee before the said date, the same shall be enforceable against us _____ (Name of the Bank) by The Department before the said date. Payment under this letter of guarantee shall be made promptly upon your receipt of notice to that effect from the Department.

It is fully understood that this guarantee is effective from the date of the said Contract & valid for

six months and that we _____(Name of the Bank) undertake not to revoke this guarantee during its currency without the consent in writing of The Department.

We (Name of the Bank) undertake to pay the Department any money so demanded notwithstanding any dispute or disputes raised by the Selected Bidder in any suit or proceedings pending before any Court or Tribunal in relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us (Name of the Bank) under this bond shall be a valid discharge of our liability for payment there under and the Selected Bidder shall have no claim against us for making such payment.

We _____(Name of the Bank) further agree that the Department shall have the fullest liberty, without affecting in any manner or obligation hereunder to vary any of the terms and conditions of that said Contract or to extend time of performance by the Selected Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Department against the said Tender and to forebear or enforce any of the terms and conditions relating to the said Contract and we, _____ (Name of the Bank) shall not be released from our liability under this guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of the Department or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. _____ (In words & figures). This guarantee shall not be discharged due to the change in the constitution of the Bank of the Tendering Authority.

DATE:

PLACE:

NAME OF THE WITNESS WITH SIGNATURE:

.....
(BANK OFFICER'S SIGNATURE
AND COMMON SEAL)