



**HIMACHAL PRADESH NATIONAL LAW UNIVERSITY, SHIMLA**  
**16 MILE, SHIMLA-MANDI NATIONAL HIGHWAY, GHANDAL**  
**DISTRICT SHIMLA, HIMACHAL PRADESH-171014**  
Ph. 0177-2779802, 0177-2779803, Fax: 0177-2779802  
Website: <http://hpnlu.ac.in>

**Tender No: HPNLU/TENDERS/2023-24/007**  
**TENDER-NOTICE INVITING QUOTATION**

Sealed item rate quotations are invited on behalf of Registrar, Himachal Pradesh National Law University, Shimla from **eligible manufacturers /distributors/authorized dealers** for “Supply and of Ink /Toner Cartridge for printers/**Photocopier**” as per the specification given in price bid attached with this NIQ: -

1	Name of work	Supply of Ink /TonerCartridge for printers /Photocopier
2	Last date, time and venue for submission of quotation	28.05.2023 up to 2.00 PM
3	Date, time and venue for opening of technical bid	29.05.2023 at 3.00 PM, Committee Room of the university.
4	Financial bid shall be opened after evaluation of technical bid/time notified thereafter	
5	Earnest Money Deposit (EMD)	Rs. 10,000/- ( Ten Thousand ) only
6	Bid Document Fee	Rs 250 /-( Two Fifty ) only
7	Performance Bank Guarantee (PBG)	5% of the total contract value to be submitted within 15 days from the date of signing of agreement.
8	Place of actual Implementation	Himachal Pradesh National Law University (HPNLU), Shimla.
9	Email Address	To: registrar@hpnlu.ac.in , itsection@hpnlu.ac.in

The bids shall be submitted in two stages viz. (i) *Technical bid* (ii) *Financial bid*.

**Eligibility:-**

- Certificate of Authorized dealership/distributor/manufacturer. in case of manufacturer, they will self certify so. Authorized dealers/distributor shall attach attested copies of dealership/distributorship certificates issued by the manufacturer.*
- Undertaking by the agency in its Letterhead that:-*
  - that it has not been barred or blacklisted by any of the Central/State government/Departments/Organizations/Central or State PSU*
  - that it will ensure fair trade practice.*
  - that the proprietor/partners of the agency do not have any relative employed with HPNLU University.*
- For supply:** should be established authorized (OEM) suppliers/channel partner/reseller for the supply of Toners/Cartridges on contract basis with at least 03 years of experience in supplying of toner/cartridges to the government/PSU organizations as OEM suppliers or having the shop for selling the cartridges with at least deal in the particular services with having the experience of the 3 years. The firm should have their office located within 50 km from the university.*

### **3. Terms & Conditions:-**

- (1) *The bidder shall place his bids in two separate envelopes marked "Technical Bid" and "Financial bid". All documents in support of eligibility as well as another envelope containing DD/Pay order for EMD shall be placed in the envelope marked "Technical Bid". The offered rates shall be placed in the envelope marked "Financial bid". Both these bids should be super- scribed with name of work and shall be placed in a third envelop which shall be super- scribed "Quotation for:- "Supply of Ink /Toner Cartridge for printers /Photocopier*

#### **Envelop1: Technical Bid**

- a. This must contain original/downloaded tender document duly signed by authorized signatory on each page.
- b. Documentary proof of eligibility criteria as mentioned above.
- c. Covering letter and letter of submission
- d. Earnest Money Deposit in the form of DD/Pay order in favour of **"Registrar, Himachal Pradesh National Law University , Shimla "**

#### **Envelop2: Financial Bid: Duly filled and signed by authorized signatory as per attached annexure.**

- (2) *Bids without EMD will be summarily rejected.*
- (3) *Bidder must having the office with in 50 Kms from the university .*
- (4) *Bids received after due date & time shall be summarily rejected.*
- (5) *The "Financial bid" of those bidders whose technical bids have qualified will only be opened.*
- (6) *Rate must be quoted in Indian Rupees only net in figures & words with applicable rate of taxes, levies, cartage handling, loading, unloading etc.*
- (7) *Delivery: - F.O.R. HPNLU , Ghandal, Distt. Shimla – 171014.*
- (8) *Bidder should have authorized service centre in Shimla .*
- (9) *Delivery period: - 15 days from the date of supply order.*
- (10) *The EMD of unsuccessful bidders shall be refunded immediately.*
- (11) *The successful bidder have to submit a Performance Security Deposit @ 5% of the quoted value in the form of Demand Draft/Pay order/FDR drawn in favour of "Registrar ,Himachal Pradesh National Law University, Ghandal, Distt.Shimla" within7(seven) days of the communication accepting the bid. The Performance Security Deposit should have the validity of guarantee period +two months.*
- (12) *In case the successful bidder fails to deposit the Performance Security within the stipulated 7 (seven) Days of the communication accepting the bid, the EMD shall be forfeited to HPNLU absolutely.*
- (13) *In case the successful bidder fails to supply the item(s) within the delivered period, a sum equal to 0.5% of the contract price per week or part thereof until the actual delivery subject to maximum of 10% of the value of supply order shall be deducted.*
- (14) *The payment will be made after delivery and satisfactory installation.*
- (15) *The validity of the bid will be 120 days from the date of opening of financial bids. During the Validity period, the successful bidder shall not be allowed to withdraw. In case of withdrawal, the EMD. EMD shall be forfeited to HPNLU absolutely and no claim shall be admitted in this regard. Such bidder shall not be allowed to participate in the re-quotationing process.*
- (16) *The rates of successful bidder will be valid for 24 months from the date of issue of letter of acceptance.*
- (17) *University reserves the right to reject any or all the bids or accept them in part or reject the lowest bid without assigning any reason.*

- (18) *Unauthorized substitution or materials delivered in error of wrong description or quality or supplied in excess quantity or rejected goods shall be returned to the bidder at bidder's cost & risk.*
- (19) *All the items mentioned in the list should be genuine, of export quality and of the specified branded company. If the material supplied is found to be of substandard quality, the same will be returned/replaced and the HPNLU shall not be responsible for any loss to the concerned supplier for such supply. If the supplier is not able to supply the original items, appropriate action may be taken against the firm i.e. Imposition of penalty, cancellation of contract or forfeiture of EMD with the contract including blacklisting the firm. The firm will also be liable for any damage caused to the printer/equipment by spurious toner cartridge supplied.*
- (20) *The successful bidder shall make all arrangements towards safe and complete delivery at the designated location indicated in the supply order. Such responsibility on the part of the bidder will include taking care of insurance, freight, state level permits etc. as applicable.*
- (21) *In case of any dispute relating to meaning, scope, manufacturing, operation or effect of this contract or the validity or the breach thereof, University and the contractor shall make every effort to resolve amicably by direct discussion/negotiation.*
- (22) *In case the dispute cannot be settled amicably within 30 days of the raising of dispute by either party, either party may seek settlement of the dispute by arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on all the parties. The sole arbitrator shall be appointed by Vice Chancellor, HPNLU.*
- (23) *The performance under this contract shall not be stopped for any reason whatsoever during the said dispute/proceedings unless the contractor is specifically directed to do so by the University.*
- (24) *The venue of arbitration proceedings shall be Himachal Pradesh . The language of proceedings shall be English. The law governing the substantive issues between the parties shall be the Laws of India. All disputes are subject to Jurisdiction of Himachal Pradesh only.*
- (25) *It is also a term of the contract that if any fee payable to the arbitrator, shall be paid equally by both the parties. It is also a term of the contract that the arbitrator shall be deemed to have entered in the reference on the date he/she issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.*
- (26) *The vendor, who declines to supply any item at contracted price, in the stipulated time, will be blacklisted.*
- (27) *Cutting/overwriting on the price quoted shall be treated as an invalid bid*
- (28) *Force Majeure.*  
*For purpose of this clause, 'Force Majeure' means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the University either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargo.*  
*If a Force Majeure situation arises, the contractor shall promptly notify the University in writing of such conditions and cause thereof. Unless otherwise directed by the University in writing, the contractor shall continue to perform its obligations under this contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.*

This NIT has also been uploaded on University website

**Financial Bid**

Name of work: -: - **“Supply of Ink /Toner Cartridge for printers.**

	<b>Printer/Cartridges Specifications</b>	<b>Supply of Cartridge</b>		
		<i>Unit Price (In Rs.)</i>	<i>Tax (In Rs.)</i>	<b>Total Amount Inclusive of All taxes (In Rs.)</b>
1	Printer DCP-L2531DW Brother(TN-2365)			
2	Printer HL-L2321D Brother(TN-2445)			
3	Printer Xerox 215(4349)			
4	Konica Minolta Biz Hub 367(TN323)			
5	Konica Minolta Biz Hub 226( <b>Black</b> )( TN223K )			
6	Konica Minolta Biz Hu 226( <b>Color</b> )(2 of Each) ( TN223C TN223Y, TN223M)			
7	Konica Minolta Biz Hub C360i( <b>Black</b> )( TN328K )			
8	LaserJet -M1136 MFP(88A)			
9	ID Card for EvolisPrinter			
10	Printer DCP-7500DW (TN-B021))			
11	Printer DCP 5100 DN (3448)			

(Authorized Signature)

Name of the Authorized person: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

Address of the company: \_\_\_\_\_

Contact No. : \_\_\_\_\_

Email Id: \_\_\_\_\_

Seal of the company:

**Technical Bid**

**Name of work:- :- "Supply of Ink /Toner Cartridge for printers**

**PROFILE**

<b>1</b>	Name of the Tenderer (In block letters)	
<b>2</b>	Status of the firm i.e. Public Ltd/ Pvt. Ltd /Partnership firm or proprietor ship firm	
<b>3</b>	Name of the Director/Partner/Proprietor/ Authorized Signatory of the firm	
<b>4</b>	Complete address of the Firm with Phone No. Mobile No:	

**OTHER DETAILS**

			<b>Details Attached</b>
<b>1</b>	GST registration no.	Regn. No. _____ Copy of certificate attached	
<b>2</b>	PAN number	<b>No.</b>	
<b>3</b>	Authorization Certificate/ Propriety Certificate if any		
<b>4</b>	Certificate having executed similar order/work/AMC in Govt. Offices/Public Sector Undertaking/ Edu. Institution/ Shop certificate dealing in the similar work		
<b>5</b>	EMD for Rs.-----	DD/FDR No. _____ Date _____ Name of Bank & Branch .....	
<b>6</b>	Brochure/Leaflets/Technical Information of the item(s), if any		
<b>7</b>	All pages of Tender Document, duly signed.		
<b>8</b>	Detailed Technical specifications, Terms & Conditions and Delivery period to be submitted on firm's letter head.		

Attach copies of above documents duly signed by Tenderer.

All the facts as stated above are true to the best of my knowledge and belief. Further I have one through the terms & conditions and agreed to abide by the same.

Signature of the tenderer or the Authorized Signatory  
with Seal of the firm/company