

FOR AUTHORISED USE ONLY



## TENDER DOCUMENT

FOR

### **Annual Maintenance Contract for 250 printer toner refilling & all in one printer machine toner refilling installed in the Thane Police Commissioner office, Sub Offices & various police station**

- (a) Last date for submission of tender: 17 .07.2014 at 12.00Hrs.
- (b) The Pre-bid meeting : 15.07.2014 at 12.00Hrs.
- (c) Date of opening for Technical-bid : 17.07.2014 at 14.00Hrs.
- (d) The technically qualified bidders will be informed to be present at the time of Price-bid opening.

**Tender fee:** Rs.640/-

**JUNE-2014**



**Commissioner of Police, Thane City**

(Under Ministry of Home)

**Khartan Road, Nr. Kalwa Bridge,**

**Thane – 400 601 (Maharashtra)**

**Tel: 022-5343053, Fax: 022-25346660**

Website: [www.thanepolice.org.in](http://www.thanepolice.org.in)

**NOTICE INVITING TENDER**

**JUNE-2014**



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**NOTICE INVITING TENDER**

The Addl. Commissioner of Police, Admin., Thane City invites sealed tenders for the following work under Two Bid Systems. <b>Srl. No</b>	<b>Tender No.</b>	<b>Name of Work/Services</b>	<b>EMD (Rs.)</b>	<b>Cost of Tender Document (Rs.)</b>
1. (a)	D.2/ 2014 / Toner refilling & toner spare Parts /2014	non comprehensive AMC of 250 Printer toner refilling of various printers installed in the Thane Police Commissioner office & various police stations	12,800/- (Rupees Twelve Thousand Eight hundred Only)	640/-

The details of the tender may be seen at Thane Police website [www.thanepolice.org](http://www.thanepolice.org)

The tender document can be had from the Stationery branch of commr. Office between 10:00 A.M. to 4:00 P. M. on all working days from 23.06.2014 to 14.07.2014.by paying non refundable tender cost in the shape of cash. The tender document can also be downloaded from the office website. However requisite tender fee must be accompanied while submitting such downloaded tender. Last date for submission of tenders is 17.07.2014 up to 12:00 hours. Technical Bids will be opened on the same day at **14:00 hours** in the presence of bidders or their authorized representatives who wish to be present at the time of opening. The Addl. Commissioner of Police, Admin. Reserves the right to accept or reject any or all tenders without assigning any reason thereof. **Late tenders will not be accepted.**

**( Dnyaneshwar Phadtare )**

Additonal Commissioner of Police, Admin.,  
Thane City

**Commissioner of Police, Thane City**  
(Under Ministry of Home)  
**Khartan Road, Nr. Kalwa Bridge,**  
**Thane – 400 601 (Maharashtra)**  
**Tel: 022-25442121,3535,3333,3636 Fax: 022-25346660**

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Tender for Non Comprehensive Amc of toner refilling of 250 printers installed in the Commissioner office & Police Stations.

Commissioner of Police, Thane City (office) is an autonomous Institute under the administrative control of Ministry of Home, State Govt. of Maharashtra. Office Has 34 Police stations in Thane District, sub offices & various branches in office Bldg., Campus

**1. BRIEF DISCRIPTION OF WORK:**

The office at its police stations, sub offices & branches, has various A4 laser printers and A4 copiers or all in one laser printers With a view to give Annual toner refilling Contract it intends to empanel a suitable Company / firm. The scope of this tender covers the entire campus of the office Jurisdiction. **The** bidder has to refill the toners of printers installed in the office & Police Stations. Sealed Tenders are invited from experienced Companies / Firms in the prescribed format for toner refilling Contract of above mentioned service installed in the various locations/ area of the police station, sub offices & branches of the office as mentioned **ANNEXURE – I** of tender document.

The bidders are required to visit this office (Commr. Of Police, Thane city) to see the actual installations for themselves to asses the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete printers and copier or all in one printers installed in the Office & Police Stn..

**2. FOR PRE-QUALIFICATIONS:-**

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant's experience, company should carry minimum 1 to 2 certification for quality assurance or client satisfactory reports should be enclosed, personnel and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

2.2 The Applicant to meet the following minimum criteria for pre-qualification:

- (a) Average annual financial turnover for related works during the last years, ending March-31, 2014 should be at least Rs. 2 lakh per annum or above (Fill enclosed **APPENDIX-A**).
- (b) Experience of having successfully completed similar type of works during last 03 (three) years ending last day of month previous to the one in which applications are invited i.e. March 31, 2014. With satisfactory certification for concerned authority.
- (c) Definition of "Similar Works" i.e. The Company / Firm should have rendered their services for maintenance of similar works i.e. toner refilling and in a premise, during last three years for any government organization, semi-government, Organizations satisfactorily. Necessary relevant document in this regard to be enclosed (Fill enclosed **APPENDIX-B**).

2.3 Attested copy of PAN/TIN No., Service Tax No., and Income Tax Clearance Certificate to be furnished /enclosed / professional Tax no

2.4 Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill in **APPENDIX-D**).

**3. EARNEST MONEY DEPOSIT (EMD) : -**

The tenderers are required to deposit Demand Draft of **Rs. 12,800/-** (Rs. Twelve Thousand Eight Hundred only) in favor of the **“P.A. to Commissioner of Police, Thane City**, payable at **Thane** as Earnest Money Deposit (EMD) along with original tender documents for this work. EMD will be returned to the unsuccessful tenderer after award of the contract. No interest shall be payable by this office on EMD. For the successful tenderer, EMD will be returned on acceptance of work order and deposit of performance security.

**4. SALE OF TENDER:**

Non-transferable tender document containing terms, conditions and technical specification etc. can be obtained from the Stationery Branch of this office on all working days at schedule date and time on a written request on the letter head of the firm and on payment of prescribed tender fee through cash. Before buying the tender documents, tenderer may see the document particularly pre-qualification criteria in their own interest.

The Tender document can be downloaded from the office website [www.thanepolice.org.in](http://www.thanepolice.org.in) and Tender Fee can be deposited along with the technical bid. **Tender/Bid received without tender fee is liable to be rejected.**

**5. The tender is to be submitted in two separate sealed envelops as under:**

**5.1. TECHNICAL- BID (Envelope No -1)**

- a) The tender document in original including the unfilled PRICE-BID Performa (**ANNEXURE-VI**) duly signed and stamped as a token of acceptance, along with deviation sheet with deviation if any, from particular tender conditions in a separate sheet (**ANNEXURE -V**). The following additional documents shall also be enclosed and sealed, superscript with name of the tender i. e.
- b) experience certificates of carrying out similar nature of work with their satisfactory certificate as per pre-qualification criteria particularly toner refilling work rendered in government organization/ semi government organization etc satisfactorily during last 3 (Three) years. They may also enclose copy of work orders to meet the experience criteria. Otherwise Tender/Bid received without tender fee is liable to be rejected.
- c) The attested copies of the balance sheet/ audited statement of accounts or any other relevant document to prove the minimum average annual turnover required as per pre-qualification criteria in preceding last three financial years in Computer Hardware and Network maintenance services.
- d) Earnest Money Deposit

**5.2 PRICE-BID (Envelope No. 2)**

The Price-Bid as per Performa given in the tender documents as **ANNEXURE-VI** shall be photo copied and then price filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

**6 PRE-BID MEETING AND CLARIFICATION OF BIDS:**

6.1 A Pre-Bid meeting will be organized by the Addl. Commr. Of Police, Admin., Thane City before the last date for submission of bids at Commr. Office, Thane city. **Bidders**

**may seek any clarifications from the Office on written request regarding the tender document.**

6.2 During evaluation of bids office may, at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**7. SUBMISSION OF BIDS:**

The Envelop No. 1 & 2 shall be sealed separately and placed in a third Envelope which also shall be sealed and duly super scribed with the name of the tender.

Bids with all complete relevant documents must be addressed to **The Additional Commr. Of Police, Admin., Thane city** not later then **12:00 Hrs** on scheduled date.

**8. OPENING OF BIDS:**

(i) Bid shall be opened in the office of Addl. Commissioner of Police, Admin., Thane City, Thane, at the prescribed time in the presence of tenderer or their representatives who may wish to be present on due date and time as mentioned in the tender document.

(ii) The technical bid (Envelop No. 1) shall be opened first. The Price Bid (Envelop No. 2) will be opened only of those tenderer whose technical bid is found to be in order and for which they shall be intimated separately about date and time by E-mail/fax/ telephone.

(iii) The bidder who has not submitted the documents as per tender conditions, major deviations, proper EMD and experience certificate etc. their tender may be treated as non responsive and their Price Bid (Envelop No. 2) shall not be opened.

(iv) The successful Company / firm will be intimated and contract agreement will be entered into initially for a period of one year. The preparation of the contract agreement with proper stamp paper etc. would be done by the bidder in consultation with this office.

(v) The Company / firms are required to submit their most competitive price offer clearly in the format (**ANNEXURE –VI**) found not fill clearly as per the format Tender/Bid received without tender fee is liable to be rejected.

**9. AWARD OF CONTRACT:**

Office will award the contract to the successful bidder whose quotation has been determined to be substantially responsive and determined not only the lowest evaluated tender/quotation, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

10. **Period of Contract** – Initially one year, and can be extended on existing rates and terms for another three years on satisfactory performance basis.

11. **Foreclosure of contract** due to abandonment or reduction in scope of work - If at any time after acceptance of the tender, the **Addl. Commissioner of Police, Admin., Thane City** shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the office shall give notice in writing to that effect to the Company / firm and the Company / firm shall act accordingly in the matter. The Company / firm shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works

12. **Subletting** - The contract shall not be assigned or sublet without the written approval of the office.

13. **Right to accept any tender and to reject any or all tenders:**

The office reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for this office's action.

14. **NOTIFICATION OF AWARD:**

14.1 Prior to the expiration of the validity, this office will notify the successful firm in writing by speed post/ registered letter or by fax, that his quotation has been accepted.

14.2 The notification of award will constitute the formation of the contract.

14.3 Upon furnishing of Performance Security by the successful bidder's, the Office will promptly notify each unsuccessful bidder/s and will release their EMD.

15. **SIGNING OF CONTRACT:**

At the same time Office notifies the successful bidder that his quotation has been accepted and Office will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged affirmatively by the bidder, as a token of acceptance and a contract agreement will be signed between both the parties.

16. **PERFORMANCE SECURITY:**

16.1 Within 21 days of receipt of work order from the Office, the successful firm shall furnish the Performance Security equivalent to 10% of the contract value in the form of Bank Guarantee (from any Nationalized/Schedule Bank) valid for 60 days beyond expiry of the contract/extended contract period, in the format as per **APPENDIX- E** or in the form of Demand Draft/Pay Order in favour of "P.A. to Commissioner of Police, Thaney City" payable at "**Thane**".

16.2 Failure of the Company / firm to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the performance security, in which event this office may get done the work at the risk cost of the Company / firm.

17. **PAYMENT:**

17.1 Company / firm will submit Monthly Pre Receipt (affixing the Revenue Stamp) bills dully supported with necessary service reports rendered during the period along with the proof of deposit of ESI, PF and Service Tax (if applicable). The Office will make payment to the Company / firm within 60 days after receipt of the bills after deduction of applicable taxes/TDS etc

17.2. If the service reports do not shows proper compliance of works to be done by the Company / firm as per schedule; Office will make suitable deduction from the Company / firm's bills. If the Company / firm fails to maintain the maintenance of services as per contract, in such event this office will deduct actual cost incurred on this work plus 10% extra for departmental service charges.

17.3 The Company / firm shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be in a proper neat & clean well-dressed uniform.

17.4 Levy/Taxes payable by Company / firm - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the Company / firm and this office shall not entertain any claim whatsoever in this respect.

**All tendered rates shall be inclusive of all taxes and levies payable except Service Tax under respective statutes.** However, pursuant to the Constitution (46<sup>th</sup> Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the Company / firm thereupon necessarily and properly pays such taxes/levies, the Company / firm shall be reimbursed the amount so paid.

18. **Compensation for Damages:** Computation of compensation for damage shall be based on working days. The time when toner printing system in any reason except the fault in printer systems shall be treated as uptime.

18.1 Compensation for stand alone Computer System (s):

**18.1.1 Individual Computer Systems:** vender is liable to attend the compliant within 4 (working) hours. As well as vender should submit compliance within next 2 working hours to the nodal officer if any spare is required or stand by system is needed to provide. If get fail in this case of individual computer systems, This office will overlook 5% downtime. But in case 95% uptime is not maintained in any month for any individual computer system, then compensation at the rate of Rs. 500/- per day per computer system will be payable by company / firm to this office. The same will be debited from the running bill of the company / firm at the time of payment.

**18.1.2 Penalty Clause:** In the case of clause no. 18.1.1, if firm not shows proper compliance of work or system remains breakdown for more than 72 hours, in addition to compensation, this office has the liberty to get the system repaired it own and actual cost incurred plus 10% Departmental Service charges will be recovered from the amount due to Company / firm.

## 19. APPLICABLE LAW:

19.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Company / firms shall be solely responsible for compliance of all labour laws, payment of fair salaries and allowances to his personnel that might become applicable under any new act, law or order of Government of State / Centre. This office shall have no liability whatsoever in any manner. The Company / firm have to show the proof of payment of fair salaries to his workers as and when asked for the same by this Office.

19.2 Minimum wages act to be complied with - The Company / firm shall comply with all the provisions of the Ministry Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time. **All tendered rates shall be inclusive of all taxes and levies payable except Service Tax under respective statutes.** However, pursuant to the Constitution (46<sup>th</sup> Amendment Act, 1982) if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions, if any, and the Company / firm thereupon necessarily and properly pays such taxes/levies, the Company / firm shall be reimbursed the amount so paid.

## **20. TERMINATION OF CONTRACT**

20.1 This Office may terminate the Contract in whole or part:

- a) If the company / firm fails to deliver any or all of the Services within the period(s) specified in the Contract Agreement or
  - b) If the company / firm fails to perform any other obligation(s) under the Contract.
- In such a case, the Performance Security submitted by the company / firm may be forfeited.

## **21. RESOLUTION OF DISPUTE:**

21.1 All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the Company / firm out of the panel of three persons nominated by the Addl. Commr. Of Police, Admin, Thane and his decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract.

## **22. FORCE MAJEURE:**

22.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

22.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not involving the Company / firm/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes.

22.3 If a Force Majeure situation arises, the Company / firm shall promptly notify the Institute in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



## LETTER OF APPLICATION

[NOTE: On the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To,

The Additional Commissioner of Police,  
(Admin.), Thane City,  
Khartan Road, Nr. Kalwa Bradge,  
Thane – 400 601

Sirs,

1. Being duly authorized to represent and act on behalf of .....

..... (hereinafter referred to as "the Applicant"). and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:

Annual Maintenance Contract work of printers toner refilling & printer cum fax machine toner refilling installed in the Thane Police Commissionerate

2. Attached to this letter are copies or original documents defining:

(a) The Applicant's legal status:

(b) The principle place of business; and

(c) The place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made in the full understanding that:
- (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for Pre-qualification at the time of bidding:
  - (b) Your office reserves the right to:  
Amend the scope and value of the contract/bid. In such event, bids will only be called from pre-qualified bidders who meet the revised requirements and reject or accept any application, cancel the Pre-qualification process, and reject all application without assigning any reason thereof; and
  - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

<b>Signed</b>
<b>Name</b>
<b>For and on behalf of</b>

Application Form No. 1

**GENERAL INFORMATION:**

All individual firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1.	Name of firm:
2.	Head office address:
3.	Registered office address:
4.	Telephone:   Contact:
5.	Fax :   E-mail:
6.	Place of incorporation/   Year of incorporation / registration Registration No. Vat No: CST No:

Application Form No.2

**STRUCTURE AND ORGANIZATION**

1. The applicant is
  - (a) An individual
  - (b) A proprietary firm
  - (c) A firm in partnership \_\_\_\_\_
  - (d) A Limited Company or Corporation.
  
2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers. \_\_\_\_\_
  
3. Have you ever left the work awarded to you incomplete: (If so, give name of project and reasons for not completing the work.) \_\_\_\_\_

Please fill the following details for LTD or corporations or PVT OR Partnership firms

SR No	Name of partners / directors	Company authorized capital details	Company working capital	Companies Directors share holding details	Any other funding sources	Any sister concern firm associated if please provide details

**NOTE:** Please attach supporting documents for the above information.

**APPENDIX-B**  
**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY**  
(During last three year ending March 31, 2014);

S.No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value	Satisfactory / performance letter Yes / no
1.								
2.								
3.								

**NOTE:** Please attach supporting documents for the above information.

**APPENDIX-C**

Vender's Registration Details under state and GOV Departments

Name of the Authority/Department with whom registered	Registration under state / central GOV	Date of Registration	Validity period

**NOTE:** Please attach supporting documents for the above information.

**APPENDIX-D**  
**PERSONNEL CAPABILITIES**

S.No.	Name & Address of the Employee	Technical Qualifications	Post Held	Date of Employment

**NOTE:** Please attach supporting documents for the above information.

## **ANNEXURE-III**

### **SCOPE OF WORK**

Scope of work shall be as defined hereunder:-

- 1.) Vender should submit analytical report of toner powder
- 2.) The company /firm has to provide onsite services for Printer Toner Refilling installed at office & Police Stations.
- 3.) At the time of refilling toner should be checked whether it is in condition for refilling of not. If toner is not in condition for refilling company/firm's person should report to nodal officer & submit the report in detail. Concern authority will supply new toner or parts whichever necessary.
- 4.) This contract agreement specifically excludes damages caused due to fire, theft, Riots, accidents and other exceptional circumstances like rat menace etc.
- 5.) The Office will give company/firm full access to the equipment to enable Or to provide refilling services and shall make them available to company's /firm's service representatives/ appropriate staff who are familiar with the problems.
- 6.) Toner Refilling should be proper. If Toner Refilled in less qty. penalty charges will be taken as per clause 18.1.1
- 7.) Response time to attend the complaint will be 12 hours.(maximum,working) otherwise penalty charges will be taken as per clause 18.1.1
- 6) The company/firm will note the complaint on phone with the name of complainant, details and date of complaint and allot a complaint no. to complainant which will be indicated in the call report of company's / firm's Engineer.(mandatory)
- 9) Each problem at the time of toner refilling should be rectified totally. Any problem in a toner should not occur. If problem occurs and it is not rectified then it will be presumed that it could not be diagnosed by the company/firm or the defective part connected with this problem is not replaced. In this case the Refilling amount for that system will not be payable.
- 10) In case Company/firm have to take any part to the workshop for its repair, he has to provide standby part in advance so that the work may be continued.
- 11) All services regarding Priner, Fax, Toner Refilling will be provided by the company/firm at our place & Police stations.
- 12) It will be the responsibility of the company/firm to keep all the Printer Toners under scope of work in working condition. If the company/firm fails to do so or could not provide satisfactory services for the Toner Refilling, the services for those networks may be discontinued by the Office by giving a notice to the company/firm & full amount for the maintenance of those networks may be recovered by the Office from the Company/firm.
- 13) The contract will be for the period from the date of signing the agreement/date of award letter to next one year for providing all services on site including Printer, Fax Toner Refilling, spares and replacement of defective parts of Toner. The contractor must have a service base in Thane,



Kalyan with required. The contractor should always be in a position to Refill Toners & replace defective parts of all brands of Printer Toners, Printer-cum-fax machine Toners, without any delay. This should be specifically confirmed in the offer.

14) The Contractor shall get the Toner Refilling there of done by his maintenance staff solely at his own risk. The department shall not , in any way, be liable to make any payment, incur any expenditure of face any law suit in any court of law for any injury or death suffered by the Contractor's maintenance staff during the course of maintenance under the AMC.

15) The Contractor firm must have expertise in corrective and preventive onsite maintenance and repair of printer.

16) The Contractor shall be required to hand over all the equipments in working condition at the time of termination of the Contract, other-wise the equipment, found faulty, shall be rectified from any external agencies and whole replacement/repair cost will be borne by the Contractor only.

17) The Toner Refilling have to be done at the highest workmanship suitable for Office & Police station facility with almost no down time.

**A. WORK TO BE DONE MONTHLY:**

- a) Survey of All Printer Toner's installed at office & Police Stations. A detailed report on condition of Toners should be submitted to this office through Nodal Officer.
  
- b) Monthly toner refilling schedule should be submitted along with bill as per the format given below.

Sr no	Branch name& printer make	Toner module no	Date of refilling	Time of refilling

## ANNEXURE-IV

### GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. The maintenance work is for Annual Maintenance Contract of Printer Toner Refilling installed in the Office, Various Branches & Police stations. The bidders are required to visit and examine the whole system and satisfy themselves before submitting their quotations.
2. The Office reserves the irrevocable authority to accept or reject any tender in part or whole without assigning any reasons.
3. The rates shall be inclusive of Service Tax. Even if, there is any variation of these during the contract period, the rate shall remain unchanged and no additional payment can be made in this regard.
4. At least one qualified residence system engineer shall be made available on regular basis OR with unlimited visits (i.e., 9.00 AM to 6.30 PM) for carrying out the Refilling works and sort out day to day problem. (see scope of work condition 12)
5. After Receiving the Complaint Toner should be properly refilled within 12 hours of complaint registered.
6. Payment: No advance payment will be made under any circumstances. However, on successful completion of work for each month, payment will be released within 90 days after receipt of the bills.
7. Rates should be quoted in figure as well as in words in the Performa enclosed herewith (ANNEXURE-VI)
8. No addition/alteration/deletion in the tender are allowed.
9. Rates quoted shall be valid for a period of 120 days from the date of opening of the Price-Bid.
10. The authorized signatory of the firm should sign all pages of the tender document as a token of their acceptance. Any deviation or departure, if desired by the bidder, is to be clearly mentioned giving item No and page No and reason for deviation/departure in Annexure\_V attached for this purpose and they can add more sheets in the same format as per their requirement.
11. Late tenders/unsigned quotations may be rejected.
12. For a local firm, the tender could be delivered in the **Office's TENDER-BOX** on or before the due date and time. If sent by post or courier, any delay in submission to the institute, may debar the tenderer from opening or considerations.
13. Saturdays/Sundays should be utilized primarily for the maintenance purposes, where shutdown is required, in consultation with the nodal officer of the Office.
14. The Company/firm shall provide tools and equipment required for toner refilling of printers..
15. The Company/firm will be responsible for the safety of his staff during the performance of their duty at the Office, Police Station site and Office will remain indemnified for any claims.
16. In case, any staff is not found up to the mark and not able to work properly, he will have to be changed as per the instructions of the Office.
17. The Office will have the liberty to discontinue the contract at any time by giving one month's notice without assigning any reasons. The Company/firm will hand over the whole premise in good condition after expiry of the contract.
18. In case of any problem, with the Printer Toner Refilling, the Company/firm's representative shall keep informed to nodal officer of the Office.
19. In case of contractor backing out during the contract period without any explicit consent of the Office, he will be liable to forfeiture of security deposit.
20. TDS as per the tax rules shall be deducted by the Office from the running bills.
21. The Company/firm shall not sublet the annual maintenance contract to any other Company/firm.

22. Company/firm shall be solely responsible for payment of salaries to his personnel that might become applicable under any new government order. This Office shall have no liability whatsoever in any manner.
23. Company/firm shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and will bring back the the system to its original condition.
24. The firm's system engineer is required to follow the Office security norms strictly. They may be required to give photographs and other details, if required.
25. Attendance of the staff shall be maintained by the Company/firm and if the Office wishes to see the same, the Company/firm shall make it available for inspection.
26. It must be ensured by the Company/firm that no damage/loss shall be caused to the properties of Office by their act.
27. All the works carried out by the Company/firm for Toner Refilling to be properly recorded everyday on an approved format and shall be kept ready for any inspection. These shall be got signed by the nodal officer of the Office at least weekly.
28. Tender application without complete documents/ information shall not be considered.
29. After Refilling the bill should submit to concern in triplicate & take his signature with full designation.
30. Toner refilling ink should not be hazardous in any manner.

# PRICE BID

## Non Comprehensive Annual Maintenance Contract of toner refilling of printers in the Commissioner office, Sub offices & Police Stations

### PRICE-BID- Part-II

(This part should be photo copied and then fill-up the prices quoted on the photocopy only and shall be duly signed and stamped by the authorized signatory and enclosed in sealed envelope No.2). This ANNEXURE in original without price shall be enclosed in Technical-Bid (Envelope No.1) as token of acceptance of this Performa.

No.	Description of Work	Column-1
E.	Annual Maintenance Contract work of printer toner refilling & printer cum fax machine toner refilling installed in the Thane Police Commisionorate	Charges for printer toner refilling & printer cum fax machine toner refilling with labor in Rs.
1.	Toner refilling charges for 80gm required by toner size including all taxes and levies inclusive Service Tax	
2.	TOTAL	
4.	% Overhead over the bill value to be charged by the bidder in case he needs to procure spare/consumable from the market on specific instructions of NIB. The bill value will not exceed the MRP of the item brought and supporting documents for MRP will need to be submitted for claiming reimbursement of the bill.(Please note that all charges like procurement cost, cartages, insurance etc will be deemed to be covered under the % overheads to be charged by the Company / firm).	.....% over the bill value

Total Charges: (Rs in figures).....per month.

(Rs in words).....per month.

The total amount (Rs in figures).....per year.

The total amount (Rs in words).....per year.

*Signature of the Tenderer and seal*  
(Name & Designation of the authorized signatory)

**Note: Please read the instructions given on page.**

**NOTE:** Please read the instructions carefully before submitting the tender:

1. The quoted prices/rates are valid for One Year from the due date of opening of the tender.
2. The contract period will be initially one year period unless prematurely closed. The contract can be extended for a further period of 2 years based on satisfactory performance of the Company / firm.
3. It may here be noted that the discretion to award the works as in Column 1, (i.e., Non-comprehensive maintenance contract) will VEST ENTIRELY AT THE DISCRETION OF Office and the Bidder will have no say whatsoever in the matter. However, the Institute have the right to switch over to any option i.e., Non-Comprehensive maintenance contract on the quoted rates accepted by giving 30 days notice time.
4. In case of Non-Comprehensive Maintenance contract all routine working consumables like toner refilling of printers will be deemed to be covered under the charges as quoted under column – 1 and will be supplied by the Company / firm.

*Signature of the Tenderer and seal*  
(Name & Designation of the authorized signatory)