REQUEST FOR PROPOSAL (RFP)

Empanelment of vendors for Supply of Printer Cartridge/Toners for the Department of Prohibition,Excise and Registration

Tender No: Printer Cartridge/Registration/2022/01

Dated: 29/04/2022

Department of Prohibition,Excise and RegistrationGovernment of Bihar

1 Introduction

1. The Department of Prohibition,Excise and Registration, Govt. of Bihar invites bids from eligible agenciesto supply compatible printer cartridges for the administration work at the Department.

2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only) in the form of Bank Guarantee in favour of **Excise Commissioner Cum I.G.Registration**,**Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**,payable at Patna. Bids submitted without adequate EMD will be liable for rejection.

3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Printer Cartridge/Registration/2022/01, Available for download from 29 April 20224:00 PM onwards till 16 May 2022, 7:00 PM
2.	Last date for submission of written queries for clarifications	03 May 2022, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	5 May2022, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	10 May 2022, 5:00 PM
5.	Last date of submission of bid	16 May 2022, 3:00 PM
6.	Opening of Technical Bids	16 May2022, 3:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Sh. Manoj Kumar Sanjay AIG , Registration Department email: excise-bih@nic.in

3 Scope ofwork

1. The Empanelled bidder shall supply compatible or Original cartridges to the Department of Prohibition, Excise and Registration including 126 local registry offices.
2. The bidder shall provide compatible or original cartridges for Inkjet /LaserJet printers/other printers as per the requirement of the Department.
3. The contract shall be valid for the period of 2 years which may be further extended depending upon the satisfactory performance of the vendor and the requirement of the Department.
4. The bidder shall provide Material Authorization letter/certificate for Compatible/Originaltoner cartridges as per the Form 4 mentioned in the RFP.
5. The Bidder shall ensure adequate spares of cartridges are available with them to avoid any interruption in the administration work.
6. A cartridge shall be able to print at least 1000 pages before it runs out of ink/toner.
7. The bidder shall provide compatible/Originalcartridges/toners for the below make/model of the Hardware currently deployed at the Department.
    1) CANNON 6030
    2) PANTUM 2210, 2518
    3) HP1108
    4) KONICA MINOLTA 1500
8. The bidder shall provide cartridges including, but not limited to the models of the printers mentioned above.
9. Approximate number of cartridges required for the local registry offices and the Excise Department shall be around 1000 per month. The quantity may be modified based upon the requirement of the Prohibition, Excise and Registration Department.
10. The cartridges to be supplied shall be in original packing from the manufacturer clearly indicating manufacturing date, expiry date & price, etc. Any manufacturing defect of any shape/kind shall have to be immediately replaced with a new one. If any item is subsequently found to be of a substandard (inferior quality)/substitute/refurbished or refilled, the same will be rejected and any loss caused to the printers due to such cartridges shall be recovered from the vendor.
11. In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract.If it is found that

the contractor has violated these conditions, the order will be terminated forthwith without any notice and security deposit will be forfeited.

3 Payment Terms:

1. Payment shall be made on monthly basis post submission of invoice to the Department against the printer cartridges/toner supplied to the Department.
2. No advance payment shall be made.

4 Penalty

Particulars	Penalty
Supply of cartridges within 2 weeks from the issue of work order and also availability of cartridge when request raised by the Department during the contract period	In case of delay, penalty shall be levied @ 5% of monthly cost per day till the cartridge is provided.

5 Timeline

The delivery of cartridges/toners shall be done within 2 weeks from the issue of Purchase/Work order.

6. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

7. Arbitration

In case of any dispute or difference arising out of or in connection with the tenderconditions / order and Contract, the Department and the Supplier will address thedispute / difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Department. TheArbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Patna, Bihar only. Theresolution of the Arbitrator shall be final and binding on both the parties

8. Instructions to theBidders

8.1 General

I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to thisRFP.All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Departmenton the basis of this RFP.

II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on suchcommunications.

8.2 Compliant Proposals / Completeness ofResponse

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of itsimplications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Biddersmust:
3. Include all documentation specified in thisRFP;
4. Follow the format of this RFP and respond to each element in the order as set out in thisRFP
5. Comply with all requirements as set out within thisRFP.

9 Key Requirements of theBid

9.1.1 Right to Terminate theProcess

I. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

II. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of thecontract.

9.1.2 RFP DocumentFees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender

fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

9.1.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,00,000 only in the form of Bank Guarantee issued by anyScheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarilyrejected.
3. The EMD may beforfeited:

a) If a bidder withdraws its bid during the period of bidvalidity.
b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with thisRFP.

9.1.4 Submission ofProposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Commercial Proposal
b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
d) The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

10 Preparation and Submission ofProposal

9.1.1 Proposal PreparationCosts

- The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bidprocess.
- The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the biddingprocess.

9.1.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shallgovern.

9.1.3 Tender Opening

I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time ofopening.

II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of theproposal.

9.1.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

9.1.5 Tender Evaluation forresponsiveness

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   A. Are not submitted in as specified in the RFPdocument
   B. Are found with suppression ofdetails
   C. With incomplete information, subjective, conditional offers and partial offerssubmitted
   D. Submitted without the documents requested in thechecklist
   E. Have non-compliance of any of the clauses stipulated in theRFP
   F. With lesser validityperiod

II. All responsive Bids will be considered for further processing.The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in thisregard.

10 Proposal Evaluation Criteria

10.1 Eligibility Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a sole Proprietorship firm, a Partnership firm or company registered under Indian Companies Act 1956/2013. Manufacturer of Authorized distributor of Manufacture can participate in the bid. If bidder is not manufacturer, vendor has	Certificate of Incorporation Partnership Deed/Legal documents for existence of the firm/entity as applicable

		to submit Material Authorization form duly filled by OEM as per the Form 4	
2	GST certificate	The bidder should be GST registered	GST Registration certificate
3	PAN number	The bidder should provide valid PAN number	PAN card
4	Turnover	The bidder in its name must have achieved a minimum annual financial overall turnover of INR 20lacs for the last three years as of 31st Mar 2021.	Certificate from Statutory Auditor confirming the same
5	Work Experience	The bidder must have minimum 3 years of experience in supplying cartridgesto Central Govt/State Govt/ Public Sector Undertakings	Work order/Completion certificate.
6	ISO 9000 Certification	The bidder shall provide ISO 9000 certificate	ISO Certificate
7	Not Blacklisted	The bidder should not be blacklisted by any Central/State Government institutions	Self-declaration

10.2 Commercial BidEvaluation

a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidderrepresentatives.

b) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will beconsidered.

c) The bid price will include all taxes and levies and shall be in Indian Rupees and mentionedseparately.

d) Any conditional bid would berejected.

e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, theunitprice shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

f) If there is no price quoted for certain material or service, the bid shall be declared asdisqualified.

g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

11 AwardCriteria

The Contract will be awarded on Lowest cost Method. The bidder quoting the lowest value will be awarded the Job. However, it will be on the discrimination of the department to assign the job to

various bidders on the Lowest rate.

11.1 Right to Accept Any Proposal and to Reject Any or AllProposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 the Department action.

11.2 Contract Finalization andAward

a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award &signing.

b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financialproposal.

11.3 Signing ofContract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

11.4 Failure to Agree with the Terms and Conditions of theRFP

i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interestedbidders.

ii) In such a case, the Department shall invoke the PBG of the most responsivebidder.

12. Annexure

Annexure I: TECHNICAL BIDTEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical EvaluationCriteria.

Forms to be used in Technical Proposal:
Form 1: Undertaking on Total Responsibility
Form 2: Of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Material Authorization form

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal:
Form 1: Financial Proposal
Form 2: Performance Bank Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:
To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for the successful supply of Printer Cartridges as per the terms and conditionsof the RFP.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address:

Form 2:Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
    a) Withdraws his participation from the bid during the period of validity of bid document; or
    b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Form 4: Material Authorization Form

To,

The Excise Commissioner,

Department of Prohibition, Excise and Registration,

Patna,Bihar

Dear Sir,

Ref.: Your Tender No. NIT ……., dated …….

We ……., who are proven and reputable manufacturers of Printer Cartridges having factories at ……, hereby authorise Messrs Indian Subsidiary ……..(name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the Supply of Printer Cartridges manufactured by us.

We further confirm that no Supplier or firm or individual other than Messrs Indian Subsidiary ……. (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender documents for thePrinter Cartridges manufactured by us.

We also hereby extend our full G/W,as applicable as per the Tender Document for the Printer Cartridgesoffered for supply by the above firm against this tender.

Yours faithfully,

……..……..
……..……
[signature with date, name and designation]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

ANNEXURE 2:

Form 1: Financial Proposal

S.No	Item	Quantity	Unit Rate (INR)	Applicable Taxes (INR)	Total Amount (INR)
1	**Rate of the ORIGINAL cartridge for the below Printer models: -**				
a)	CANNON 6030	1			
b)	PANTUM 2210	1			
c)	PANTUM 2518	1			
d)	HP 1108	1			
e)	KONICA MINOLTA 1500	1			
2	**Rate of the COMPATIBLE cartridges for the below Printer models:-**				
a)	CANNON 6030	1			
b)	PANTUM 2210	1			
c)	PANTUM 2518	1			
d)	HP1108	1			
e)	KONICA MINOLTA 1500	1			

Note: No financial quote shall be uploaded along with the technical bid. The formats above are just illustrative and the bidders shall use the formats to be made available at the Procurement website.

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease