Deputy Secretary (Administration-5)  
Finance Department  
Maharashtra State  
3rd Floor, Mantralaya Annex Building, Madam Cama Road, Hutatma Rajguru Chowk,  
Mantralaya, Mumbai - 400 032  
E-mail: zameer.sheikh@nic.in| Ph. No. 022-22029114, 022-22851722 Fax No. . 022-22020717  
-----------------------------------------------------------------------------------------------------------------------------

E-TENDER DOCUMENT  
FOR  
Supply of Printer Cartridge  

Tender No. Computer Stationary Purchase/2016/C.R.103/admin5  

Address: Deputy Secretary (Administration-5), Finance Department,  
Maharashtra State, 3rd Floor, Mantralaya Annex Building, Madam  
Cama Road, Hutatma Rajguru Chowk, Mantralaya,  
Mumbai - 400 032  

Due to technical error Portal was not receiving e-tender online submission. So date of submission is extended to 03.08.2016 upto 5.30 p.m.  

Dt.: 01/08/2016  
Place: - Mumbai  

Deputy Secretary (Administration-5)  
Finance Department  
Government of Maharashtra
**E-TENDER NOTICE FOR**
Supply of Printer Cartridge

<table>
<thead>
<tr>
<th>Name of Work:</th>
<th>Supply of Printer Cartridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost</td>
<td>Rs.10.92 lakhs approximate</td>
</tr>
<tr>
<td>Time Limit</td>
<td>14 days</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Rs.11,000/- Online payment using SBMOPS</td>
</tr>
<tr>
<td>Period of E-Tender</td>
<td>From dt. 22/7/2016 to dt. 29/7/2016 up to 2.00 pm At</td>
</tr>
<tr>
<td>Download</td>
<td><a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>Date 25/7/2016 at 3:30 pm. at Deputy Secretary</td>
</tr>
<tr>
<td></td>
<td>(Administration-5) Finance Department, Maharashtra State, 3rd Floor, Mantralaya annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai -400 032</td>
</tr>
<tr>
<td>Period of E-Tender Online Preparation</td>
<td>From dt. 22/7/2016 to dt. 29/7/2016 up to 2.00 pm</td>
</tr>
<tr>
<td>Online Closing</td>
<td>on dt. 29/7/2016 at 2.00 pm to 5.00 pm.</td>
</tr>
<tr>
<td>Extended Period of E-Tender Online Submission</td>
<td>From dt. 29/7/2016 at 5.01 pm to dt. 03/08/2016 upto 5:30 pm.</td>
</tr>
<tr>
<td>Submission of Tender Fee</td>
<td>Rs.3,000/- Online payment using SBMOPS</td>
</tr>
<tr>
<td>Online Opening of Technical Envelope</td>
<td>Dt. 05/08/2016 at 11.00 am at Deputy Secretary (Administration-5), Finance Department, Mantralaya, Mumbai 400 032.</td>
</tr>
</tbody>
</table>

Tender form, Tender qualification criteria, detailed tender notice, terms & conditions available on govt. official website [https://mahatenders.gov.in](https://mahatenders.gov.in) If any queries regarding e-tendering please contact Helpdesk. (For help desk refer contact section on website)

Dt.: 21/07/2016
Place: - Mumbai
E-TENDER DOCUMENT

FOR

Supply of Printer Cartridge

Tender No. Computer Stationary Purchase/2016/C.R.103/admin5

Address: Deputy Secretary (Administration-5), Finance Department,
Maharashtra State, 3rd Floor, Mantralaya Annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya,
Mumbai - 400 032
DETAILED TENDER NOTICE

Government adopted E-governance policy. For this, government provided computers set to Government officers and employees.

For smooth functioning of office work large number of printer cartridge/tonner are essential to be provided.

Accordingly, the Deputy Secretary (Administration-5), Finance Department, Government of Maharashtra is implementing the process for purchasing the printer cartridge/tonner from eligible bidder.
SECTION (I)
INSTRUCTIONS TO BIDDERS (ITB)

NAME OF WORK: Supply of printer cartridge

In all the contents mentioned anywhere in this tender the owner / Employer is Deputy Secretary (administration-5), Finance Department, Mantralaya, Mumbai. The use of word DSAFD anywhere in the contents, to mean the owner of work shall have by similar and same meaning as in Deputy Secretary (administration), Finance Department, Mantralaya, Mumbai, unless otherwise so required.

1) SCOPE OF BID:

As per Section (V) : Scope of Work.

2) ELIGIBLE BIDDERS:

As per Detailed Tender Notice.

3) QUALIFICATION OF BIDDER: To be eligible for award of the contract, the manufacturers/authorized agents/authorized dealers/retailors shall provide satisfactory evidence to the Employer of their eligibility, capability and adequacy of resources to carry out the work / contract effectively. For the purpose of this, all bids submitted shall include the information in relevant formats. The prospective bidders shall fulfill the following qualification criteria. In case of failure in fulfilling the qualification criteria; the bid will be rejected. The bidders shall have following qualification criteria: -

(i) Should have achieved a minimum average annual net turnover equal /more than estimated bid value for last 3 financial year in manufacturing and or supplying/supplying printer cartridge.

(ii) Should have minimum liquid assets not less than five percent of estimated value in the form of Bank Solvency Certificate or Cash Credit Sanction recent letter by any Nationalized Bank.

(iii) Should have experience in manufacturing and or supplying/supplying computer hardware and accessories in single Customer order of ten percent of estimated value in last financial year to any office of State or Central Government.

(iv) Earnest Money Deposit (E.M.D.) exemption certificate shall not be considered to anyone and every bidder shall have to submit EMD along with the offer. No Commercial bid / bids will be opened if EMD is not deposited by the bidder & bid will be rejected as non-
responsive. The EMD will be refunded if the manufacturer submits the document as per rule 6.8 appendix 8 of Industry, Energy and Labour Department GR dated 30/10/2015.

(v) DSAFD reserves right to reject any or all tenders without assigning any reason thereof.

4) COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of the Bid the Employer will in no case be responsible and liable for those costs.

5) CONTRACTORS TO GET ACQUAINTED THEMSELVES FULLY:

The Bidders are advised to ensure the information that may be necessary for preparation of the bid. A declaration to this effect will have to be signed by the bidder in the prescribed format.

6) BIDDING DOCUMENT:

CONTENT OF BID DOCUMENT: The following documents shall be part of Tender / Contract

1) Any modification or amendment issued by Employer prior to Bid submission date, along with documents submitted for prequalification.
2) Correspondence between the employer and contractor after opening the bid and prior to letter of acceptance.
3) Agreement on Stamp paper of Rs.50/-. 
4) Letter of Acceptance & Work Order 
5) Tender Notice & Detailed Tender Notice 
6) Instructions to Bidders. 
7) General Conditions of Contract. 
8) Amendments to the Conditions of Contracts 
9) Contract Data 
10) Declaration of Contractor 
11) Scope of Work. 
12) Technical Specifications. 

7) CLARIFICATION OF BIDDING DOCUMENTS:

During the Pre-bid meeting, the prospective Bidders shall have liberty to ask for any additional information or clarification either in writing or orally and the reply to the same will be given by the DSAFD and the same will be published on official web site. This clarification referred to as Common Set of Deviations (CSD) and shall form part of Bid documents which
will also be common and applicable to all Bidders. Common Set of Deviations issued if any by DSAFD will form Part and parcel of the Bid Document.

8) AMENDMENTS TO BIDDING DOCUMENTS:

At any time prior to the deadline of submission of bid, the Employer may for any reason, whether at his own initiative or in response to the clarification requested by a prospective bidder, modify the bid document by issuance of addendum. The addendum will be uploaded on the web site. The bidder shall download the same from website and incorporate the same in the bid and will be binding on the bidders.

9) PREPARATION OF BID

LANGUAGE OF THE BID: The language of bid shall be English.

10) DOCUMENTS COMPRISING BID:

The bid to be prepared by bidder shall comprise of the form of bid and appendices thereto, the bid security, the information on eligibility and qualification. Relevant information and any other material required to be completed and submitted in accordance with the ITB embodied in bid document and standard contract document. The forms and data provided in this document shall be used without exception.

11) BID PRICES:

The Bidder shall quote his offer as prescribed in Form of Bid, to be submitted as per procedure prescribed in the tender.

(1) The rate quoted by The Bidder shall be a Lump Sum rate for one unit of printer cartridge.
(2) The price quoted by bidder shall include all the costs including all taxes, duties and surcharges except for exemption if any provided for this contract.
(3) The prices quoted should be FOR destination including insurance for transit within the state of Maharashtra.
(4) Taxes & Duties which will be payable by the DSAFD on the goods (if any) shall be included in the price quoted.
(5) The rates quoted by the Bidder shall be same for all locations in the state of Maharashtra.
(6) The prices quoted should not be conditional / optional. Conditional/optional bids are liable to be rejected outright.
(7) The rates and prices quoted by bidder shall be valid for the original contract period as well as during extensions for any increase or decreasing quantity.
(8) All prices and rates quoted by the bidder shall be entirely in Indian Rupees only.

(9) Contract & rates are valid for 1 year from the date of contract and prices quoted by bidder shall be valid for the original contract period as well as during extensions for any increase in quantity if any.

12) CURRENCY OF BID AND PAYMENT:

All prices and rates quoted by the bidder shall be entirely in Indian Rupees only. All the payments shall be made in Indian Rupees only.

13) BID VALIDITY:

Validity of the bid shall be 180 days and shall be reckoned from the last date of submission of bids and thereafter until it is withdrawn by notice in writing duly addressed to the authority opening the bid. Such withdrawal before 180 days shall effective from the date of receipt of notice by the Employer.

14) BID SECURITY (EARNEST MONEY DEPOSIT):

1) The Bidder shall furnish as a part of his bid a Bid Security (Earnest Money Deposit) as mentioned in detailed tender notice.

2) If Bid Security is not submitted within prescribed date, the bid will be rejected by the Employer as non responsive.

3) If after submitting the bid, the bidder withdraws his offer or modifies the same or if after acceptance of bid fails or neglects to furnish the performance security within prescribed time, without prejudice to any rights or powers of the Employer here under or in law, the Employer shall be entitled to forfeit the full amount of Bid Security of the bidder.

4) The amount of Bid Security will be refunded without any interest to the unsuccessful bidders after the work order is being issued to the successful bidder or after the end of bid validity period whichever is earlier.

5) For this as given in the tender document Security Deposit will stand forfeited, in case of any breach of term and/or conditions of the tender and/or contract.

15) FORMAT AND SIGNING OF BID:

1) All pages of the bid document in original shall be signed by the person duly authorized to sign on behalf of the Bidder. All pages of the bid where entries or amendments have been made shall be initialed by the person signing the bid.
2) The bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, deletions or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person signing bid.

16) SUBMISSION OF BIDS:

1) MANNER OF SUBMISSION OF TENDER AND IT’S ACCOMPANIMENTS: The tender shall be submitted online only.

2) Technical Bid:

Bidder has to upload following documents in the form of scanned and zipped files.

I. Company Profile & Details

II. For the manufacturers in the group of manufacturing units; then every such unit shall have infrastructural facility for processing of the printer cartridge.

III. Complete CA Certified Audited Balance Sheets and financial statements for last three years i.e. 2013-14, 2014-15 and 2015-16.

IV. Certified documents in support of requirements including liquid assets, turnover etc.

V. Tentative Schedule of Supply.

VI. PAN Card Copy.

VII. Signed & Sealed Bid document including Set of Drawings, Amendments, Common set of deviations etc if any.

VIII. VAT, TIN Registration Certificate.

IX. Copy of latest VAT Clearance Certificate

X. Copy of Income Tax Return Submitted in last three assessment year.

XI. Valid certificate or equivalent certificate of the Manufacturer or any other authorized dealer certificate for authorized agent/authorized dealer/retailors

XII. Warranty Letter from Manufacturer or suppliers for the product mentioned in the tender for 1 Year.

XIII. Form No.1

XIV. Any other additional documents/profile etc. in support of technical qualifications.

Note: In case of Owner/Proprietor/Partner/Director is not signing the bid document then he should submit the Power of Attorney on the name of person signing the document.
3) Financial Bid:
The bidder should quote his offer duly signed in terms of per unit rate, at appropriate place of tender documents.

4) Deadline for Submission of Bid:
The scheduled date and time for submission of tender as mentioned in Detailed Tender Notice shall be strictly adhered in all cases.

5) Contact Persons of DSAFD

1. Shri Z. A. Sheikh : Deputy Secretary, Administration-5, Finance Department, Mantralaya
2. Shri S. L. Ambilpure : Under Secretary, Administration-5, Finance Department, Mantralaya

Phone No. : 022-22029114 / 022-22851722
Fax No. : 022-22020717
E Mail : zameer.sheikh@nic.in
SECTION (II)

SUBMISSION OF SAMPLES FOR LABORATORY TESTING

NAME OF WORK: Supply of printer cartridge

1) SUBMISSION OF SAMPLES FOR LABORATORY TESTING:

The L-1 bidder should have to submit samples of printer cartridge WITH Trade Mark / Logo / Brand Name on the sample on 05/08/2016 up to 5.00 pm. (Not returnable). (If commercial bid open on 04/08/2016).

From the submitted samples by the L1 Bidder anyone or more of the randomly selected printer cartridge will be sent to Govt. Authorized /Recognized Laboratories. The expenses towards the testing of samples will be borne by the L1 bidder for which a Demand Draft in favor of “Under Secretary (Cash Section), Finance Department” payable at Mumbai (Non Refundable) shall be submitted at the time of work order Stage to the office of DSAFD.
SECTION (III)  
BID OPENING AND EVALUATION

NAME OF WORK: Supply of printer cartridge

1) BID OPENING:

The bids will be opened on prescribed date and time as intimated by NIT. The bidder/authorized representatives may remain present at the date, time and place stipulated in Detailed Tender Notice. Following procedure will be adopted for opening of bids.

1) First of all information about number of bids received will be announced.

2) The technical bid will be downloaded by the bid opening authority to check their validity as per requirements. If any particular document of any bid is either missing or does not meet the requirements specified, then a note to that effect will be made by the bid opening authority. The Employer will carry out the process of scrutiny and analysis of various documents/ data received in technical bid.

3) The financial bids of bidders, who do not pass through technical bid validity requirements, shall not be opened and a note to that effect will be made.

4) After analysis and scrutiny of the documents with respect to the requirements of the bidding is over, the Employer shall declare the outcome of the scrutiny and will open financial bid of the bidders whose technical bid satisfies the qualification criteria.

5) The DSAFD shall obtain the report of samples, provided by the bidder from any of the selected Laboratories authorized by the Government.

2) JUSTIFICATION OF BID:

To assist in examination, evaluation of bid, the Employer may ask bidders individually for clarification of their offer including break up costs, reasons in case of very high / very low offer. Such request shall be in writing and response shall also be in writing. But no change in price or substance of the bid shall be sought, offered or permitted.

3) BID LIABLE FOR REJECTION:

The bid is likely to be rejected if on opening it is found that the bidder has not strictly followed the procedure laid down for submission of bid and also in following conditions.

a) The bidder has proposed conditions, which are inconsistent with or contrary to the terms and conditions specified.

b) Additions, deletions, corrections or alterations made by the bidder on any page of the bid
document, without affixing signature / initials.
c) Any page or pasted slips are missing.
d) The bidder has not signed each page of the bid.
e) The bidder has specified any additional condition.
f) The bidder has not attached all documents as stated in ITB.

4) EVALUATION AND COMPARISON OF BIDS:

1) The Employer will compare the rate quoted by the bidder for **printer cartridge**. The bidder with the lowest price will be declared as successful bidder.
2) In case there are more than one successful lowest price bidders for different types of cartridges, the bidder with the maximum number of lowest price for different printer cartridge and who is ready to supply at the rates of other lower price bidders for remaining type of Printer Cartridge, will be declared as successful bidder.
3) If any situation other than mentioned above arises, then the decision of DSAFD will be final and binding.

5) AWARD OF CONTRACT:

1) AWARD CRITERIA: Subject to Clause 4, the Employer will award the contract to a bidder whose bid has been found to satisfy all the requirements of bid document and who has offered the lowest price.
2) Deciding Award of Contract: the process of decision and award of contract shall be as under.
   a) Only bids that qualify the qualifying criteria as per detailed tender notice shall be considered for further evaluation. The decision of employer regarding the pre qualification and opening of bids shall be final and binding on all bidders.
   b) The Employer will compare the rate quoted by the bidder for printer cartridge. The bidder with the lowest price will be declared as successful bidder.
   a) The Employer reserves the right to reject any or all offers received from the bidders without assigning any reasons.

6) EMPLOYERS RIGHT TO REJECT:

The Employer reserves the right to accept or reject any bid, to cancel the bid process and reject all the bids at any time prior to award of contract without thereby incurring any liability to the affected bidders or any obligation to inform affected bidders of the ground of Employer’s action.

7) NOTIFICATION OF AWARD:

Prior to the expiration of bid validity period or any such extended period, Employer will notify the successful bidder in writing by a registered letter that his bid has been
accepted. This letter (herein after called as letter of acceptance) shall name the sum, which the Employer will pay to contractor as prescribed in contract. The notification of award will constitute formation of contract. Upon furnishing the performance security by the successful bidder & after signing the contract agreement, the supply / purchase order will be issued by the DSAFD as per requirments.

8) PERFORMANCE SECURITY:
1) Within 2 days of receipt of Letter of Acceptance; the successful bidder shall deliver to the Employer a performance Security of 5% of total value of Contract in the form of Nationalized Bank’s Bank Guarantee.

2) If the performance security is provided by the successful bidder in the form of a bank guarantee, it shall be issued at the Bidder’s option, by nationalized bank in India.

3) Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient ground for cancellation of the award and forfeit of Earnest Money deposit.

4) EMD amount will be returned to the successful bidder only after receipt of performance security.

9) CORRUPT OR FRAUDULENT PRACTICES:

DSAFD requires that the bidders shall observe the highest standards of ethics in the execution of the contracts. In pursuant to this policy, DSAFD

1) Defines, for the purpose of this provision, term set forth as below

i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or contract execution; and

ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or execution of the contract to the detriment of the Employer.

2) Will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any DSAFD contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing DSAFD contracts.
SECTION (IV)
GENERAL CONDITIONS OF CONTRACT

NAME OF WORK: Supply of printer cartridge

1) DEFINITIONS:

Unless excluded by or repugnant to the context.

1) The expression DSAFD as used in the tender papers shall mean Deputy secretary (Administration) Finance Department Mantralaya, Mumbai and the competent authority shall be Deputy secretary (Administration) Finance Department Mantralaya, Mumbai

2) The expression Employer / Owner as used in the tender papers shall mean Deputy secretary (Administration) Finance Department Mantralaya, Mumbai

3) The expression "Bidder" or "Tenderer" as used in the tender papers shall mean the agency/firm/organization who is interested to purchase the tender document and then would like to submit the offers as prospective bidder.

4) The “Contract” shall mean The agreement entered into between the owner and the contractor as recorded in the contract form signed by the parties include all attachment the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, & the accepted conditions with annexure mentioned therein including any special conditions, specifications, designs, drawings, priced schedule. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.

5) The “Contractor/Supplier” shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.

6) "Employer's/Owners Representative" shall mean as Government Servants/Officers working under the Deputy secretary (Administration) Finance Department Mantralaya, Mumbai.

7) The "Contract Sum"/"Contract Price" shall mean the sum for which the tender is accepted.

8) The "Accepting Authority" shall mean Deputy secretary (Administration) Finance Department Mantralaya, Mumbai

9) The "Day" shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week.
10) Where the context so requires, words importing the singular only also include the plural and vice-versa.

11) Heading and marginal notes, if any, to the general conditions shall not be deemed to form part thereof be taken into consideration in the interpretation of the contract.

12) The “Contract Period” means period specified in the tender document for entire execution of contracted works from the date of notification of award.

13) The “ITB” shall mean Section (I): Instructions to Bidders

2) COMMUNICATION

Written notice shall be deemed to have been duly served or delivered in person to the individual or member of the firm or to an officer of the DSAFD for whom it was intended, if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice. The notice on the Fax Message/E-Mail shall be deemed to have been duly served. The address given in the bidders tender on which all notices, letters & other communications to the contractor shall be mailed or delivered, except that said address may be changed by the Contractor by notifying the owner in writing.

This shall not preclude the service of any notice, letter or other communication upon the Contractor personally.

3) E.M.D. / Bid Security:

The bidder shall submit Online payment using SBMOPS. Bid security submitted as above will be refunded to unsuccessful bidders after award of contract to successful bidder or 180 days from the date of submission whichever is earlier.

4) SECURITIES:

Performance Security: The performance security in the form of DD/Bank Guarantee at 5% of the contract price shall be provided to the employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by the bank acceptable to the Employer, and denominated in Indian Rupees. This Bank Guarantee shall be valid up to the end of warranty period.

The original guarantee should be sent to the beneficiary directly under registered post (AD). At time breaches may receive letter from beneficiaries, requiring banks conformation for having issued the guarantee. Branches must send the confirmation letter to the concerned authorities promptly without fail.

5) SAMPLES AND TESTING OF MATERIALS

1) One or more randomly selected sample shall be tested at Government approved laboratories. The expenses for testing the samples shall be borned by the supplier.

6) LAWS AND REGULATIONS:

1) Governing Law: The contract shall be governed by and construed in accordance with the laws and by-laws of India, the State of Maharashtra and the local bodies in this region. All disputes arising under or in relation to this Agreement shall be subject to jurisdiction of the Courts in Mumbai only to the exclusion of other courts.
2) DISPUTES:

a) If a dispute of any kind whatsoever arises between the supplier & DSAFD, the matter shall be referred in writing to the Principal Secretary (Expenditure), Finance Department Maharashtra State Mantralay Mumbai within 14 days from the date of dispute.

b) The Principal Secretary (Expenditure), Finance Department Maharashtra State Mantralaya Mumbai shall give his decision in writing within 28 days of receipt of such representation. The Principal Secretary (Expenditure), Finance Department Maharashtra State Mantralaya Mumbai shall be final & binding on both parties.

7) PERMITS, FEES, TAXES:

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, Government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, VAT, Income tax and other taxes and any other levies required by law including all taxes. DSAFD authorities will not take any responsibility of refund of such taxes/fees and in case of disputes between respected tax authority and the contractor, DSAFD and its officers shall be indemnified by the Contractor.

Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the Contractor and detected subsequently shall be the sole responsibility of the Contractor and his legal heirs.

8) INSPECTION AND LABORATORIES TESTING:

The Material / goods supplied by the L-1 Supplier during contract period shall be inspected by DSAFD or his representative if required. The Said material / goods if required shall also be sent for Laboratory Testing to Third Party i.e. Government approved Laboratories. The material not satisfying specifications shall be liable for rejection & supplier will have to replace such goods at his own costs. The expenses towards the laboratory testing shall also be borne by the supplier / contractor.

9) PROTECTION OF ENVIRONMENT:

The Contractor shall take all reasonable steps to protect the environment on and off the site to avoid nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequences of his methods of operation.

10) INCOME TAX AND OTHER TAX:

Income Tax (TDS) and any other taxes as applicable from time to time, shall be deducted from account bills of the Contractor and a certificate to that extent shall be issued by DSAFD
11) STATUTORY INCREASES IN DUTIES, TAXES ETC.:

All the taxes and duties levied by the State and Central Govt. and by Local Statutory Bodies at the prevailing rates applicable on the date of receipt of tender shall be fully borne by the Contractor and will not be reimbursed to him on any account. The Offer quoted shall be inclusive of all taxes levies etc.

Further DSAFD shall not honour any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. as the same are interalia covered under the Price Variation Clause. At the time of quoting / bidding contractor should bear the above fact in mind.

13) EXTENSION OF TIME LIMIT:

1) There will be no EXTENSION OF TIME LIMIT for completion of the work

14) DEFECTIVE MATERIAL / GOODS:

All defective material / goods are liable for rejection & shall be replaced by the Contractor at his own cost.

15) BILLS AND PAYMENTS:

Generally running bills shall be prepared and processed for the payment.

16) PRICE VARIATION:

No Price Variation will be payable to the Contractor during the Contract period & extended period if any.

17) PENALTY FOR LATE SUPPLY:

The Contractor has to supply material / goods within specified time limit. If the contractor fails to supply material / goods within stipulated time then penalty of 0.5% of the total value of material / goods late supplied per week shall be levied. However, the maximum limit of penalty shall not be more than 5% of cost of late supplied material / goods.

18) WARRANTY: One Year from the date of supply.
SECTION (V)
SCOPE OF WORK

NAME OF WORK: Supply of printer cartridge

1) INTRODUCTION:

Government adopted E-governance policy. For this, government provided computer set to Government officers and employees.

For smooth functioning of office work large number of printer cartridge/tonner are essential to be provided.

Accordingly, the Deputy Secretary (Administration), Finance Department, Government of Maharashtra is implementing the process for purchasing the printer cartridge/tonner from eligible bidder.

2) SUPPLY LOCATIONS:

To Deputy Secretary (Administration), Finance Department, 3rd Floor, Mantralay Annex Building, Madam Kama Road, Hutatama Rajguru Chowk, Mantralaya, Mumbai-32. as per supply order.

3) BRIEF DESCRIPTION OF MATERIAL:

As per Section (VII): Technical Specifications.

4) VALIDITY OF RATES:

Contract & rates are valid for 1 years from the date of contract (agreement). These rates shall be valid for any increase or decrease in quantity.
SECTION (VI)
CONTRACT DATA

NAME OF WORK: Supply of Approximately 350 printer cartridge.

The Employer is: The Deputy Secretary (Administration-5), Finance Department, Maharashtra State, 3rd Floor, Mantralaya Annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai -32.

Performance Security: 5 % of Contract Value.

Cost of Work as put to Tender: Rs. 10.92 lakhs approximates.

Penalty for Delayed Supply: 0.5% of the value of material late supplied per week limited to 5% of cost of late supplied material.

Warranty: One Year from the date of supply.

Risk Purchase:
1. Any loss, penalty imposed on supplier shall be deducted from the bills payable to him to the extent of bill amount and any other amount due to tenderer under the same or any other contract with the undersigned or any of the indenting agencies.

2. To recover from the tenderer as liquidated damages, 0.5% of the total value of material/goods late supplied per week limited to 5% of cost of late supplied material.

Fall Clause: The successful bidder should not quote the lower price than the approved price in relation with the any other tender/agency institute concerned with any department of government of Maharashtra during the contract period. If any anomaly found in quoting the rates after approval, the earnest money deposit (EMD)/Performance Security will be forfeited and bidder will be blacklisted.
SAMPLE FORM OF COMMERCIAL BID
(For Per Unit Rate)

Note: The bidder has to fill his offer appropriate place as mentioned in ITB.

Name of Work:

To,
Deputy Secretary (Administration), Finance Department, Maharashtra State 3rd Floor, Mantralay Annex Building, Madam Kama Road, Hutatama Rajguru Chowk, Mantralaya, Mumbai -32

1) Having examined the Tender Document, Conditions of Contract, Specifications, for the execution of the above named Work within the time specified, we, the undersigned, offer to supply of printer cartridge at Mantralay, Mumbai. In conformity with the Conditions of Contract, Specifications, Drawings, Design criteria Scope of Work for a lump sum rate of –

DESCRIPTION:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Make and Model</th>
<th>Tonner no.</th>
<th>Price per printer cartridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>HP Laser Jet P1606 dn</td>
<td>278 A</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
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<td>CF 210 A Black</td>
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<td></td>
<td></td>
<td>CF 211 A Cyan</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CF 212 A Magenta</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CF 213 A Yellow</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
</tr>
<tr>
<td>3</td>
<td>HP M476 Dw S Colour Printer-All in One</td>
<td>CF 380 A Black</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
</tr>
<tr>
<td></td>
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<td>CF 381 A Cyan</td>
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<td>5</td>
<td>Samsung SCX 4828FN All in One</td>
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<td>8</td>
<td>Brother MFC 8370DN All in One</td>
<td>3290 High</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
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<td>HP 5200</td>
<td>HP 16 A</td>
<td>Rs. ________/- (Rupees ________) per printer cartridge</td>
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<td>HP LJ Pro MFP 226 DN</td>
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<tr>
<td></td>
<td></td>
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<td></td>
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<td>Jet 940 A Magenta</td>
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<tr>
<td></td>
<td>Product Details</td>
<td>Price per Cartridge</td>
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<tr>
<td>---</td>
<td>-----------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>HP940 Printer Head</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
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<tr>
<td>13</td>
<td>Samsung ML1666 MLT D 1043s</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Samsung ML2571 N ML2010 D3</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Samsung ML1911 ML 2850</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
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<tr>
<td>16</td>
<td>Samsung ML3316 MLT 205D</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
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<tr>
<td>17</td>
<td>Samsung ML1640 MLT D 108s</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
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<td>Brother 2250 dn TN 2260 DR 2255</td>
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<tr>
<td>19</td>
<td>Canon Laser Beam 331 Black 331 Cyan 331 Magenta 331 Yellow</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
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</tr>
<tr>
<td>20</td>
<td>Canon mp287 pg 810 Black CL 811 Colour</td>
<td>Rs. ______/- (Rupees ______) per printer cartridge</td>
<td></td>
</tr>
</tbody>
</table>

1. We undertake, if our bid is accepted, to supply approximately 350 printer cartridge as per purchase order within time stipulated.

2. We agree to abide by this bid for the validity period stipulated in the bidding documents and the bid shall remain binding upon us and may be accepted at any time before expiration of that period.

3. Unless and until a formal Agreement is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

4. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ________________________
Signature and seal ____________________
in the capacity of _________________

Duly authorized to sign bid for and on behalf of _________________
Address: _______________________________________________
Occupation: ____________________________________________

(To be filled in by the Bidder, together with his particulars, sign and seal of the company and date of submission at the bottom of form of Bid.)
FORM-1

‘DECLARATION BY THE CONTRACTOR’

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the specifications & nature of work regarding such items on which I / We have based my / our rate for this tender. The specifications and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use supply only the best materials/goods approved by Employer or his duly authorised representative during execution of the work and to abide by the decisions. I / We are / are fully responsible for quality & quantity of work and shall be responsible for performance of goods supplied during warranty period.

Name, Sign & Seal of the Bidder
# SECTION (VII)
## TECHNICAL SPECIFICATIONS

1) **DESCRIPTION:**

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</tr>
</tbody>
</table>

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22
E-TENDER DOCUMENT
FOR
Supply of Printer Cartridge

Tender No. Computer Stationary Purchase/2016/C.R.103/admin5

Address: Deputy Secretary (Administration-5), Finance Department, Maharashtra State, 3rd Floor, Mantralaya Annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai - 400 032
**E-TENDER NOTICE FOR**
**Supply of Printer Cartridge**

<table>
<thead>
<tr>
<th>Name of Work:</th>
<th>Supply of Printer Cartridge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Cost</td>
<td>Rs.10.92 lakhs approximate</td>
</tr>
<tr>
<td>Time Limit</td>
<td>14 days</td>
</tr>
<tr>
<td>Bid Security</td>
<td>Rs.11,000/- Online payment using SBMOPS</td>
</tr>
<tr>
<td>Period of E-Tender</td>
<td>From dt. 22/7/2016 to dt. 29/7/2016 upto 2.00 pm At <a href="https://mahatenders.gov.in">https://mahatenders.gov.in</a></td>
</tr>
<tr>
<td>Pre-Bid Meeting</td>
<td>Date 25/7/2016 at 3:30 pm. at Deputy Secretary (Administration-5) Finance Department, Maharashtra State, 3rd Floor, Mantralaya annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai -400 032</td>
</tr>
<tr>
<td>Period of E-Tender Online Preparation</td>
<td>From dt. 22/7/2016 to dt. 29/7/2016 up to 2.00 pm</td>
</tr>
<tr>
<td>Online Closing</td>
<td>on dt. 29/7/2016 at 2.00 pm to 5.00 pm.</td>
</tr>
<tr>
<td>Period of E-Tender Online Submission</td>
<td>From dt. 29/7/2016 at 5.01 pm to dt. 01/08/2016 upto 5:30 pm.</td>
</tr>
<tr>
<td>Submission of Tender Fee</td>
<td>Rs.3,000/- Online payment using SBMOPS</td>
</tr>
<tr>
<td>Online Opening of Technical Envelope</td>
<td>Dt. 02/08/2016 at 3.00 pm at Deputy Secretary (Administration-5), Finance Department, Mantralaya, Mumbai 400 032.</td>
</tr>
<tr>
<td>Online Opening of Commercial Envelope</td>
<td>Dt. 04/08/2016 at 11.00 am (if possible) at Deputy Secretary (Administration-5) Finance Department, Mantralaya, Mumbai -32.</td>
</tr>
</tbody>
</table>

Tender form, Tender qualification criteria, detailed tender notice, terms & conditions available on govt. official website [https://mahatenders.gov.in](https://mahatenders.gov.in). If any queries regarding e-tendering please contact Helpdesk. (For help desk refer contact section on website)

Dt.:- 21/07/2016
Place: - Mumbai
Deputy Secretary (Administration-5) Finance Department
Government of Maharashtra
NOTICE INVITING TENDERS (NIT)

1. **Name of Work:** Supply of Printer Cartridge

2. **Place of Supply:** To Deputy Secretary (Administration-5), Finance Department, 3th Floor, Annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai-32.

3. **Estimated Cost:** Rs.10.92 lakhs approximate

4. **The quantity:** Approximately 350 Printer Cartridge

5. **Time Limit:** 14 Days

6. **Bid Security:** Rs.11,000/- Online payment using SBMOPS. Failing this will cause a Rejection of bid as non responsive.

7. **Validity of Bid:** 180 days from the last date of submission.

8. **Warranty:** One year from the Date of Supply.

9. **Validity of the Contract and Rate:** Contract & rates are valid for 1 year from the date of contract. During this period the Deputy Secretary (Administration-5) shall not allow any increase of cost from the bidder, immaterial of any circumstances.

10. **Issue of Blank Tender Forms:** From Dt. 22/7/2016 to Dt. 29/7/2016 up to 2:00 pm. The prospective bidders will be authorized to download the Tender forms from the website: https://mahatenders.gov.in

11. **Cost of Blank Tender Fees:** Rs.3,000/- (Non Refundable) online payment using SBMOPS.

12. **Pre-Bid Conference:** On 25/7/2016 at 3:30 PM at the office of the DSAFD

13. **Submission of Samples:** Upto 05/08/2016 up to 5:00 PM at Office of DSAFD. (Non Returnable) (for L1 Bidder Only) (If commercial bid open on 04/08/2016)

14. **Uploading of Documents on web portal (Bid Preparation):** from 22/7/2016 to 29/7/2016 at 2.00 pm. Prospective Bidders shall upload all documents as per Instructions to Bidders on the web portal before end of stipulated date and time.

15. **Tender Online Closing:** On 29/7/2016 at 2.00 pm to 5:00 pm.

16. **Online Submission of Completed Bid:** From 29/7/2016 at 5.01 pm to 01/08/2016 upto 5:30 pm. The Prospective Bidders shall submit the uploaded documents on the website as mentioned above before stipulated time.
17. **Opening of Technical Bid**: On 02/08/2016 at 3:00 pm at the office of the DSAFD.

18. **Opening of Commercial Bid**: on 04/08/2016 at 11.00 am at the office of the DSAFD (If Possible)

19. **Qualification Criteria**: As per Clause given in Detailed Tender Notice & Instructions To Bidder

20. **Purchaser**: Deputy Secretary (Administration-5), Finance Department, Maharashtra State.
DETAILED TENDER NOTICE

1. **Name of Work:** Supply of Printer Cartridge.

2. **Place of Supply:** To Deputy Secretary (Administration-5), Finance Department, 3rd Floor, Mantralaya Annex Building, Madam Cama Road, Hutatma Rajguru Chowk, Mantralaya, Mumbai-32.

3. **Estimated Cost:** Rs.10.92 lakhs approximate

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19. **Bidder Qualification:** The prospective manufacturers / authorized agents / authorized dealers / Retailer shall fulfill the following qualification criteria. In case of failure in fulfilling the qualification criteria; the bid will be rejected. The manufacturers / authorized agents / authorized dealers / Retailer shall have following qualification criteria:

   (i) Should have achieved a minimum average annual net turnover equal / more than estimated bid value for last 3 financial years in manufacturing and or supplying / supplying Computer Hardware & Accessories.

   (ii) Should have minimum liquid assets not less than five percent of estimated value in the form of Bank Solvency Certificate or Cash Credit Sanction recent letter by any Nationalized Bank.

   (iii) Should have experience in manufacturing and or supplying / supplying Computer Hardware & Accessories in single Customer order of ten percent of estimated value in last financial year.

   (iv) Earnest Money Deposit (E.M.D.) exemption certificate shall not be considered to anyone and every bidder shall have to submit EMD along with the offer. No Commercial bid/bids will be opened if EMD is not deposited by the bidder & bid will be rejected as non responsive. The EMD will be refund if the manufacturer submits the necessary document as per rule 6.8 appendix 8 of Industry, Energy and Labor Department GR dated: 30/10/2015.

   (v) DSAFD reserves right to reject any or all tenders without assigning any reason thereof.

**Right reserved:**

i) Right to reject any or all Bids without assigning any reasons thereof is reserved by DSAFD, Government of Maharashtra, whose decision will be final and legally binding on all the Bidders.

ii) The DSAFD at his discretion may extend the deadline of submission of Bid by issuing corrigendum.

iii) The DSAFD shall have the right to revise or amend the tender document prior to receipt of Bid.

**Note :-**

A) In case of a firm, Digital Signature Certificate of Proprietor, Director, Partner or Power of Attorney Holder needs to be used in eTendering. The attested copies of power of attorney of
person signing the Tender shall be enclosed with The Tender. The power of attorney shall be signed by all the partners. In case of Private limited / public limited companies, digital signature certificate of the power of attorney holder required for e Tendering & power of attorney shall be supported by Board Resolution and appropriate & adequate evidence in support of the same shall be provided.

B) All the scanned copies of certificates/Document attached with the tender should be invariably duly signed. Also need to produce original certificates/documents during Scrutiny stage, if asked by concerned Tendering Authority.

C) In case of bidder; submitted any fraud information, samples etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.