ATC for centralized procurement of cartridges in NR-I region.

1. **ATC :**
   a. The bidder should enclose **OEM (Original Equipment Manufacturer)** - **MAF** (**Manufacturer's Authorization Form**) certificate from M/s. **HP** (**Hewlett-Packard India Sales Private Limited.)** & M/s **CANON (Canon India Private Limited.)** for participation in this tender.

   b. The Manufacturer Authorization: Wherever Authorized Distributors/service providers are submitting the bid, Authorization Form /Certificate with OEM/Original Service Provider details such as **name, designation, address, e-mail Id and Phone No**. required to be furnished along with the bid**.**

   c. The Bidder must have 03(Three) years of experience in the business of supplying Original HP & CANON Cartridges. The suitable / complete supportive documents in claim of their experience should be submitted

2. **UNIT PRICE QUOTED: -**
   a. The unit prices quoted shall be firm, unless otherwise permitted to quote with a specified Price variation clause only.
   b. The price shall be free delivery to destination basis, which shall include all state and central taxes and excise duty leviable and all charges for packing, cartage, loading forwarding, octroi charges (where Octroi exemption certificate issued by the consignee is not acceptable to concerned authorities) & Entry Tax excise duty, taxes, handling & freight charges , unconditional discount, statutory taxes & duties (i.e., ED/Educational cess /Sales Tax/CST/VAT), packing/forwarding charges/freight etc.

3. **VALIDITY OF RATES**
   Validity of rates quoted should be valid till the contract period.

4. **PRICE PROTECTION:**
   a. If there is a price increase on product mentioned in Annexure – (IV), which is caused due to HP price increase and increase is not more than 15% of the list price, there will be price protection given to the end user i.e. POWERGRID. Incremental prices beyond 15% will be borne by the end user. Any reduction in price will be passed on to the end user.
   b. Any change in price list shall be intimated immediately.

5. **REPLACEMENT CLAUSE:**
   a. Original OEM packaging with intact seals & security holograms from OEM to verify authenticity of the cartridge's Any manufacturing defect of any shape/kind shall have to be immediately replaced with a new one.
   b. Defective or faulty cartridges are to be replaced at no cost.
   c. In no case refilled cartridges or refurbished items, be supplied.
   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 firm and the payment of bill against the materials issued will not be made and the firm will be liable for appropriate action.

6. **Penalty for substandard / inferior quality**
    a. A penalty of 20% of POs shall be imposed on the supplier for any substandard (inferior quality)/incomplete supply.

7. **INSPECTION:**
    a. It will be carried out by POWERGRID authorized representative at POWERGRID Regional offices.
    b. Random inspection of materials supplied by authorized RSRs shall be done by M/s HP India Sales Pvt. Ltd. as and when required by POWERGRID.
8. **BENEFIT OF PROMOTIONAL SCHEME:**
    a. As and when cartridges OEM launches the promotional scheme(s) for corporate customers that will be automatically passed on to POWERGRID.
9. **QUANTITY VARIATION:**
    a. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent (50 %) of bid quantity at the time of placement of contract.
    b. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

10. **Delivery & installation:**
    a. The delivery must be made within 45 working days after placement of order. However, POWERGRID reserve the right to get the supply immediately depending upon the urgent requirement especially during any event/meetings/audit etc.

    b. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller

    c. **BILL TO ADDRESS: -**
        i. POWERGRID, SCO Bay 5-10, near Haryana Pollution Control Board Office, Sector 16A, Faridabad, Haryana 121002

    d. **SHIP TO ADDRESS: -**
        i. As per the Annex - Loc-BOQ-RHQ and Sites
        ii. As per the Annex -Loc-GeM Consignee

11. **Warranty:**
    a. The items shall be guaranteed for a period of 06 months from the date of supply or until empty.
    b. Warranty doesn't cover the physical damage and only cover the manufacturing & defect.

12. **BILLING:**
    a. Billing will be done from RHQ Faridabad.
    b. **BILL TO ADDRESS: -**
        i. POWERGRID, SCO Bay 5-10, near Haryana Pollution Control Board Office, Sector 16A, Faridabad, Haryana 121002

13. <u>EMPTY TONER CARTRIDGE</u>

a. M/s. **HP** (**Hewlett-Packard India Sales Private Limited.)** & M/s **CANON (Canon India Private Limited.)** shall collect empty toner cartridges etc. as per Government of India environmental laws to keep the environment safe from the hazardous products.

b. Under this program all empty cartridges shall be collected by the agency authorized by HP and Canon from the POWERGRID premises as mentioned in the BOQ.

c. All the empties collected under this program shall carry no commercial value