



Tripura Natural Gas Company Limited

(A Joint Venture of GAIL (India) Ltd., Govt. of Tripura and Govt. of Assam)
Shilpa Nigam Bhawan, Khejur Bagan, P.O. Kunjaban, Agartala-799006
CIN: U23201TR1990SGC003451

REQUEST FOR QUOTATION (RFQ)

Ref. No-TNGCL/C&P/HR/Printer Cartridge/P(202)/2017-18

Date- 22/12/2017

To

SUBJECT: Procurement of Printer Cartridges for different type of printers on ARC basis.

Dear Sir / Madam,

Sealed Quotations are hereby invited for Procurement of Printer Cartridges for different type of printers at M/s Tripura Natural Gas Company Limited as per following Terms & Conditions.

TERMS AND CONDITIONS

- 1) The Bidder should have Pan Card, GST Registration, Valid Authorized Distributor Certificate, Detailed Address of Bidder along with Contact Number, E-Mail Id and all of these documents should be submitted along with the quotation.
- 2) The rate should be quoted as per enclosed SOR (Annexure – I).
- 3) The validity of the offer will be of 04 Months from the due date of offer submission.
- 4) All supplied Cartridge shall be original, refilled / duplicate cartridge shall not be accepted. If at any stage it is found that supplied material is refilled / duplicate than a flat penalty of Rs. 500.00 per supplied cartridge shall be deducted.
- 5) The offer shall be evaluated on overall SOR basis and the work shall be awarded to the lowest quoted bidder.
- 6) Payment shall be released within 15(fifteen) days after completion of each supply work (i.e RA Bill Basis) in all respect and submission of complete bill/invoice in Triplicate after obtaining certification from the OIC (Officer in charge)
- 7) For delay in supply, a penalty @ ½ % per complete week or part thereof to a Maximum limit @ 5% on total contract value of undelivered part shall be deducted from the for each supply work invoice
- 8) TNGCL Reserves the right to reject any bid or all bid without showing any reason.

- 9) The quantity of the work may be increased or decreased by $\pm 25\%$ depending on TNGCL's requirement at the time of order placement.
- 10) Contract period shall be of 12 months and order shall be placed staggered manner basis i.e. as and when required. Rate shall be firm & fixed for the entire contract period.
- 11) It is a single bid system tender if any bidders offer found L1 but the bidders offer does not meeting the tender requirement the same bid shall be rejected outright without any further communication.
- 12) Payment shall be released within 15(fifteen) days after completion of each supply work (i.e RA Bill Basis) in all respect and submission of complete bill/invoice in Triplicate after obtaining certification from the OIC (Officer in charge)
- 13) The offer shall be evaluated on overall SOR basis and the work shall be awarded into the lowest quoted bidder.
- 14) **FORCE MAJURE:**
 - a) War/hostilities
 - b) Riot or Civil commotion
 - c) Earthquake, flood, tempest, lightening or other natural physical disaster.
 - d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by the CONTRACTOR.
 - e) Insurrections
 - f) Embargoes, any act of central or local Government, or any other civil or military authority, industrial disputes, lockouts, or strike.

The CONTRACTOR shall advise OWNER by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, OWNER reserves the right to cancel the Contract and the provisions governing termination stated under Article 28.0 shall apply.

For delays arising out of Force Majeure, the CONTRACTOR shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither OWNER nor CONTRACTOR shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

CONTRACTOR shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any

force majeure cause, the CONTRACTOR or the OWNER shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the CONTRACTOR without being subject to price reduction for delayed deliveries, as stated elsewhere.

15) **CONFIDENTIALITY:**

The Bidder shall maintain Confidentiality of information pertaining to the business and also shall make all reasonable efforts to preserve and safeguard the good reputation enjoyed by TNGCL. The breach of this clause shall be considered as serious offence and TNGCL may terminate this agreement forthwith in case of breach by the supplier.

16) **ARBITRATION:**

The OWNER and the CONTRACTOR shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty days from the commencement of such informal negotiations, the OWNER and the CONTRACTOR have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism as specified hereunder.

Legal Construction

The Contract shall be, in all respects be construed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated within Agartala, Tripura(West), INDIA

Arbitration

All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in- Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by a sole arbitrator. The OWNER (Tripura Natural Gas Company Limited) shall suggest a panel of three independent and distinguished persons to the Seller to select any one among them to act as the sole Arbitrator.

In the event of failure of the Seller to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the OWNER shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of the OWNER on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The arbitration proceeding shall be in English language and the venue shall be at Agartala, India.

CONTACTOR may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International

Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1996. The WORK under the CONTRACT shall, however, continue during the Arbitration proceedings and no payment due or payable to the CONTRACTOR shall be withheld on account of such proceedings.

- 17) **No Deviation Tender** – It is a No Deviation Tender if any deviation found in technical, commercial & financial aspect the same shall be rejected outright.
- 18) **Offer/Discount/Free Gift** – Offer, discount, Free Gift etc on Computer set should be pass on to TNGCL.
- 19) **Delivery Schedule** – 10 days for each supply work.
- 20) The successful bidder has to submit BG (Bank Guarantee) @10% of total contract value excluding GST within 15 days from the date of issue of Purchase order if the total contract value exceeds over Rs. 2.00 Lacs.
- 21) Bidder is hereby requested to seal & sign on each page of this RFQ.

Note

- **Place of Submission-** : **The In charge (C&P)**
Tripura Natural Gas Company Limited
Shilpa Nigam Bhawan, Khejur bagan,
P.O. Kunjaban, Agartala-799006
- **Due date of submission** : **02/01/2018 at 15:00 hrs.**
- **Date of opening** : **02/01/2018 at 15:30 hrs.**

Thanking you.

Yours faithfully
For ***Tripura Natural Gas Co. Ltd.***

(C. Ghosh)
In - Charge (C&P)

Annexure:-I

Schedule of Rates (SOR)

PURCHASER: M/s Tripura Natural Gas Company Limited

Work: Tender for Procurement of Printer Cartridges for different type of printers.

Sl. No.	Description	Unit	Qty.	Unit Price (in Rs.)	Total Price (in Rs.)
1.	Print Well/ Prodote laser jet Printer Cartridge 88A compatible.	Nos.	200		
2	Print Well/ Prodote laser jet print Cartridge 12A	Nos.	08		
3	Print Well/Prodote laser jet print Cartridge 281 compatible.	Nos.	25		
4	Print Well/ Prodote laser jet print Cartridge 85A compatible.	Nos.	15		
5	Print Well/ Prodote laser jet print Cartridge – C 303 compatible.	Nos.	12		
6	Canon – 810 Black (PG – 810)	Nos.	05		
7	Canon – 811 color (CL – 811)	Nos.	04		
A	Total				
B	GST@.....% on [A]				
C	Grand Total (A+B)				

Note: TNGCL shall not be responsible for any transportation loss & damage. Damage material will not be accepted by TNGCL.

Yours faithfully,
For ***Tripura Natural Gas Co. Ltd.***

(C. Ghosh)
In Charge (C&P)