#### निविदा सूचना

	टेक्नोलॉजी	पार्क्तम	ਆੱਛ	टंटिया -	चेन्नर्ट
साम्ट्रप्यर	८४णालाजा	भाकस	ວາເສຍ	হাচনা •	• ዓድብጅ

एसटीपीआई, एसटीपीआई चेन्नई में 'सन सोलारिस सर्वर और हेच.पी. सर्वर के लिए व्यापक वार्षिक रखरखाव अनुबंध' की

		5				
Ι	निविदा आमंत्रण अधिकारी, प्रा\धिकरण	निदेशक, एसटीपीआई				
	पदनाम और पता	संख्या 5, तीसरी मंजिल, राजीव गांधी सलाई,				
		तारामणि, चेन्नई - 600 113.				
		वेबसाइट: www.chennai.stpi.in				
II	A. उपकरण / काम के नाम	प्रिंटर और फैक्स मशीन के व्यापक वार्षिक रखरखाव' के				
		लिए निविदा				
	B. निष्पादन के स्थान	एसटीपीआई - चेन्नई				
III	निविदा दस्तावेजों की उपलब्धता की जगह	निविदा दस्तावेज दिनांक 25.05.2021 से 15.06.2021				
	और निविदा प्राप्त करने के लिए नियत तारीख	तक, कार्य दिवसों में, 10.30 a.m. से 4.00 p.m. के बीच,				
		ऊपर उल्लिखित पते से प्राप्त किये जा सकता है ।				
IV	निविदा प्रस्तुत करने की नियत	नियत तारीख : 16.06.2021				
IV	दिनांक, समय, और जगह	समय : 11.30 A.M.				
		जगह : उपर्युक्त स्तंभ एक				
v	निविदा खोलने की जगह,	नियत तारीख : 17.06.2021				
v	दिनांक,और समय	समय : 11.30 A.M.				
		जगह : उपर्युक्त स्तंभ एक				
VI निविदा आमंत्रण प्राधिकारी द्वारा निर्दिष्ट कोई भी अन्य महत्वपूर्ण मापदंडः						

1. नियत तारीख और समय के बाद प्राप्त निविदा को सरसरी तौर पर खारिज कर दिया जाएगा.

एसटीपीआई-चेन्नई में प्रिंटर और फैक्स मशीन के व्यापक वार्षिक रखरखाव अनुबंध के लिए, मुहरबंद निविदाएं आमंत्रित करता है । बोली बोलीदाता द्वारा बंद किया जाना चाहिए । निविदा में "निविदा संख्या STPIC/PUR/010/2021-22/008 दिनांक 25.05.2021 और निविदा के नाम" उपरिलिखित किया जाना चाहिए ।

इच्छुक उपयुक्त बोलीदाता, बोली दस्तावेज़ की एक प्रतिलिपि, एसटीपीआई, 5, तीसरी मंजिल, राजीव गांधी सलाई, तारामणि, चेन्जई 600 113 से प्राप्त कर सकते हैं । इच्छुक पात्र बोलीदाताओं के लिए रु.500/- रुपए (पांच सौ) की राशि का भुगतान - किसी भी व्यावसायिक बैंक से "सॉफ्टवेयर टेक्नोलॉजी पार्कस ऑफ़ इंडिया - चेन्जई के पक्ष में एजईएफटी / आरटीजीएस हस्तांतरण के माध्यम से क्रास किया गया डिमांड ड्राफ्ट / बैंकर्स चैक के रूप में चेन्जई, खाता No.801110100013242, गिंडी शाखा, आईएफएससी कोड No.BKID0008011, एम.अई.सि.आर.No.600013005, बीएसआर कोड No.221038, जीएसटी पंजीकरण *No. – 33AAATS2468J1ZD* पर करना चाहिए। विफलता के मामले में, निविदा अधूरा माना जाएगा और नज़रअंदाज़ कर दिया जाएगा.

इस मामले में, फर्म ने सरकारी वेबसाइट यानी, www.chennai.stpi.in से निविदा दस्तावेजों को डाउनलोड किया हो तो, उन्हें यह सुनिश्चित करना चाहिए कि अपेक्षित निविदा शुल्क किसी वाणिज्यिक बैंक से आदाता के खाते ,में डिमांड ड्राफ्ट के रूप में, " सॉफ्टवेयर टेक्नोलॉजी पार्कस ऑफ़ इंडिया चेन्नई" के पक्ष में, उनके निविदा के साथ, संलग्न है । ईएमडी और भुगतान किया गया निविदा शुल्क विवरण एन.ई.एफ.टी / आर.टी.जी.एस के माध्यम से स्थानांतरित के रूप में निविदा दस्तावेज की तकनीकी बोली के साथ संलगन किया जाना चाहिए। निविदा शुल्क नकद / चैक के रूप में स्वीकार नहीं किया जाएगा।

> निदेशक एस टी पी आई, चेन्नई



# SOFTWARE TECHNOLOGY PARKS OF INDIA (An Autonomous Society under Govt. of India, Ministry of Electronics and Information Technology) No.5, 3 rd Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113 Phone No. (044)3910 3525 (Tele Fax). (044)3910 3505

# TENDER No: STPIC/PUR/010/2021-22/008 Date: 25.05.2021

# Name of the Tender: TENDER TOWARDS COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF PRINTERS & FAX MACINE AT STPI-CHENNAI (For a period of two years)

NAME OF THE PARTY:

Software rechnology Parks of India, (STPI)				
Ι	Tender inviting officer,	The Director, STPI		
	Authority, Designation	No.5, 3 <sup>rd</sup> Floor, Rajiv Gandhi Salai, Taramani,		
	and Address	Chennai – 600 113.		
		Website: www.chennai.stpi.in		
II	A. Name of the Equipment's /	Comprehensive AMC for Printers & Fax		
	work:	Machine		
	B. Place of execution	Place: STPI-Chennai		
III	Tender documents available place	Tender document can be obtained on working		
	and due date for obtaining tender	days between 10.30 AM to 4.00 PM from		
		25.05.2021 to 15.06.2021 at the address		
		mentioned in column I		
	Due Date, time and place of	Due Date : 16.06.2021		
IV	submission of Tender	Time : 11.30 A.M.		
		Place : At the above mentioned in		
		column I		
	Place, date and time of Tender	Due Date : 17.06.2021		
V	Opening	Time : 11.30 A.M.		
		Place : At the above mentioned in		
		column I		
VI A	ny other important criteria specified	by the tender inviting authority:		
	Tender received after due date and			

# TENDER NOTICE Software Technology Parks of India, (STPI)

STPI invites sealed tenders for comprehensive AMC for Printers & Fax Machine at STPI-Chennai. The bid should be sealed by the bidder and duly superscripted as Tender No:STPIC/PUR/010/2021-22/008 dated 25.05.2021 and name of the tender.

Intending eligible bidders may obtain a copy of bid document from STPI, No: 05, IIIrd Floor, Rajiv Gandhi Salai, Taramani, Chennai – 600 113 on payment of Rs.500/- (Rupees Five Hundred only) only in the form of crossed Demand Draft / Banker's Cheque or through NEFT / RTGS from any commercial Bank in favor of "Software Technology Parks of India-Chennai, Account No.801110100013242, Guindy Branch, IFSC Code No.BKID0008011, MICR No. 600013005, BSR Code No.221038, GST Registration Number – 33AAATS2468J1ZD and payable at Chennai" towards the tender fee, failing which the tender will be treated as incomplete and will be ignored.

In case, firm has downloaded the tender documents from the official website i.e. <u>www.chennai.stpi.in</u>, they must ensure that requisite tender fee/ cost is enclosed in the form of Account Payee Demand Draft from any of the commercial bank in favour of "Software Technology Parks of India payable at Chennai" along with the tender. *The details of the EMD* & *Tender fee paid / transferred through NEFT / RTGS should be enclosed with the technical bid of tender document. Tender fee will not be accepted in the form of cash / cheque.* 

S.No.	Particulars of the Annexure	Annexure No.
1)	Technical Bid Format	Ι
2)	Financial Bid Format	Π
3)	Agreement format	III
4)	Non Disclosure Agreement Format	IV
5)	Bank Details Format	V
6)	Performance Security Bond Form	VI

# DETAILS OF THE ANNEXURES IN THE TENDER DOCUMENT

# 1. THE ELIGIBILITY CRITERIA:

#### **1.1** The bidder must fulfill the following minimum qualifying criteria:

- a) The bidder should have their office / branch office located in Chennai with valid proof (rental agreement / latest telephone bill copy/property tax receipt/ GST regn.
- b) The bidder must be registered under appropriate authorities i.e. must be registered with GST authorities/Income tax/PAN/Registration of companies / Firms, Partnerships Deed etc.,
- c) Average Annual financial turnover of similar services during the last three years, ending 31<sup>st</sup> March of the previous financial year, should be minimum **Rs.0.70** lakhs. i.e 2017-18,2018-19, 2019-20.
- d) The bidder must have successfully executed/completed TWO similar services over the last three years i.e the current financial year and the last three financial years.
- e) Non-disclosure agreement as per the format enclosed.

Definition of similar work: Comprehensive AMC for Printers & Fax machine to any Central / State Govt. Offices / PSU / Nationalized Banks/ Private / IT units for under a single contract/order during the last three years i.e the current financial year and the last three financial years. Documentary proof for the above shall be produced along with the offer failing which the bids will be summarily rejected.

Note : Appropriate & relevant documents & certificate should be submitted as per the eligibility criteria by the bidder.

#### 2. TENDERING PROCESS:

Tender shall be submitted in two bid system (technical bid & financial bid) duly signed by the authorized representative of the bidder as follows:

- a) The tender form for **Technical bids** prescribed at Annexure–I (Attached) complete in all respect (Including Tender fee and EMD) should be submitted as–"**Technical Bid–** "**Comprehensive AMC for Printers & Fax Machine at STPI-Chennai**".
- b) The tender form for **Financial bids** prescribed at Annexure–II (Attached) complete in all respect should be submitted as–"**Financial Bid– Comprehensive AMC for Printers & Fax Machine at STPI-Chennai**".
- c) The above two sealed covers should be put together in another big cover / envelope which should be was sealed. The cover shall be super scribed as "Tender No.STPIC/PUR/010/2021-22/008, dated 25.05.2021 & Name of the tender "Comprehensive AMC for Printers & Fax Machine at STPI-Chennai" and addressed to The Director, Software Technology Parks of India

Software Technology Parks of India No.5, 3<sup>rd</sup> Floor, Rajiv Gandhi Salai, Taramani, Chennai 600 113"

Further, the sentence "NOT TO BE OPENED" before the due date and time of the tender opening should also be indicated on this envelope.

d) If the outer bid envelope is not sealed and marked properly as above, STPI will not take any responsibility for its misplacement, premature opening etc. The envelope should be dropped in the Tender Box of the STPI at Reception in the above address **latest by 11.30 A.M. on 16.06.2021** 

- **2.1** Contents of Technical Bid: (PART/COVER 1) The bidder in this regard should submit the copies of the following documentary proof for fulfilling the eligibility criteria and other documents (self attested affixing the office seal) in the Technical Bid.
  - a) The bid should be accompanied by two separate Demand Drafts for tender fee for Rs.500/- (non-refundable) and bid security of Rs.2600/- (Rupees Two Thousand Six Hundred Only). The bid received without tender fee and bid security will be summarily rejected. In case the bidder has transferred the tender fee & EMD amount through NEFT / RTGS mode, the acknowledgement details for the online transfer have to be enclosed along with the technical bid.
  - b) If the bidder claims exemption for payment of tender fee & EMD / bid security, relevant proofs for claiming the exemption with current validity have to be enclosed along with the technical bid.
  - c) Proof of having their office / branch office located in Chennai with valid proof (rental agreement / latest telephone bill copy/property tax receipt/ GST regn. Copies of original registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licenses/registrations.
    - i) Copy of the GST registration certificate,
    - ii) Copy of the PAN number of the company
    - iii) Copy of the Incorporation Certificate of the Company / Firm or Partnership Deed etc.,
  - d) Audited financial statements for the last three years, 2017-18,2018-19,2019-20. (copies of the Profit and Loss (P/L) statements along with Balance Sheet or CA Certificate for the concerned period).
  - e) Proof of experience of having successfully executed / completed TWO similar services.
  - f) Copy of the Non-disclosure agreement as per the format enclosed in Annexure IV.
  - g) Bank details for the NEFT / RTGS payment along with copy of the cancelled blank cheque as per the format enclosed in Annexure –V.
  - h) The complete set of the tender document to be submitted including **blank financial page duly self attested and affixing the office seal in all the pages**.
  - i) Any other related documents.
- **2.2** Contents of financial bid: (PART/COVER 2) The financial bid shall contain the financial details of the tender only as per the format Annexure II

# **SECTION-II**

# 1. INSTRUCTIONS TO BIDDERS

#### **1.1 Definitions:**

- (a) 'STPI' means the STPI, Chennai.
- (b) 'Bidder' means any registered entity engaging in business such as a proprietorship, partnership, private concern or corporation who participates in this tender and submits its bid.
- (c) 'Contractor' means any registered entity engaging in business such as a private concern or corporation who supplying the goods / services under the contract.

- (d) 'Comprehensive AMC for Printers & Fax Machine' means standards of works mentioned in Section IV, which the Contractor is required to take during the contract period.
- (e) 'Price' means the price payable to the Contractor under the purchase / work order for the full and proper performance of its contractual obligations.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect, will be at the bidder's risk, and may result in rejection of the bid.

# **1.2 CLARIFICATION OF BID DOCUMENTS BY THE CONTRACTOR:**

A prospective bidder, requiring any clarification of the Bid Documents shall notify STPI in writing or by Fax at STPI's mailing address indicated in the Invitation for Bids. The clarification will be accepted before 10 (ten) days of the due date of tender. The reply will be hosted in the STPI official website.

# 2. **PREPARATION OF BIDS:**

# 2.1 DOCUMENTS COMPRISING THE BID:

- a) **Bids and all accompanying documents of the tender shall preferably in English language.** The documents should be legible for reading. If the documents submitted by the bidders are not legible and readable, their bid will not be considered and stands rejected.
- b) Bidders shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidders should prepare the Tender Fee & EMD as per the instructions specified in the NIT/ tender document. The original demand drafts or proof of the online transfer made for the tender fee & EMD amount should be attached along with the tender document on or before the due date & time of bid submission.
- d) If the bidders are claiming exemption for the tender fee and EMD / Bid Security then the required supporting document for claiming exemption with current validity should be submitted along with the tender document to the Tender Inviting Authority, on or before the due date & time of bid submission.
- e) Clause by Clause compliance demonstrating substantive responsiveness to the financial condition by signing and stamping on all the pages of the original bid document No.STPIC/PUR/010/2021-22/008 (Containing 21 pages) by authorized person (s),
- f) The contractor shall submit his / her tender only after carefully examining the whole of the tender documents and the conditions of tender and of contract, scope of work etc.
- d) All the documents submitted (whether original or photocopy) in the bid must be legible & self attested.
- e) Conditional bids will not be accepted.
- f) More than one bid will not be accepted form one bidder.

# 2.2 SITE VISIT :

- a) Bidders are advised to inspect, examine the site/equipment and its surrounding and satisfy themselves before submitting their tenders. A tenderer shall be deemed to have full knowledge of the site/equipment whether he inspects it or not and no extra charges consequent on misunderstanding or otherwise shall be allowed. For inspection, please contact @ Ph No.044-39103439/9360325135.
- b) Proponents shall at all times be accompanied by an employee of STPI or other designated representative when undertaking site visits on all working days between 10.00 a.m. to 05.00 p.m.
- c) The contractor has to submit the non-disclosure agreement as per the format enclosed in Annexure –IV

# 3. **BID PRICES:**

- 3.1 The bidder shall quote the basic price and applicable taxes separately. However, if there are any changes in the taxes during the contract period, the extra amount will be paid as per the notification of state/central government whichever is applicable, based on the request from the awarded bidder. The basic unit price and all other components of the price need to be individually indicated against the Price Schedule given in financial bid. The offer shall be in Indian Rupees only. No foreign exchange will be made available by STPI.
- 3.2 Rates shall be quoted in words and figures. The amount to be worked out to whole number.
- 3.3 Prices indicated on the Price Schedule shall be entered in the following manner:
  - a) The price of the items shall be quoted total price (inclusive of transports, insurance etc) item wise. The rate of GST should be clearly indicated in the tender, if it's not mentioned, it shall be treated as inclusive.
  - b) The bidder shall quote only one price for each item. The price indicated by the bidder is firm and no modification in the price will be accepted during the contract period other than taxes.
- 3.4 The bidders are cautioned that submission of financial bid elsewhere i.e other than in cover 2 will result in rejection of their bid.

# 4. BID SECURITY/EMD:

- 4.1 The bidders shall furnish, as part of his/ her bid, an EMD or Bid Security for an amount of Rs.2,600/- (Rupees Two Thousand Six Hundred Only) in the form of Demand Draft/ Banker Cheque from any commercial Bank in favour of "Software Technology Parks of India" payable at Chennai or through NEFT / RTGS payment as per the details provided in the NIT document (Page No.3). The EMD or Bid Security & Tender fee details made through online transfer should be enclosed with the Technical bid of the tender document.
- 4.2 If the bidders are claiming exemption against payment of the tender fee and EMD / Bid Security then, the required supporting document for claiming exemption with current validity should be enclosed along with the technical bid of the tender document.
- 4.3 The EMD / Bid Security is required to protect STPI against the risk of bidder's conduct, which would warrant the EMD's forfeiture.
- 4.4 A bid not secured in accordance with Para 4.1 shall be rejected by STPI being non-responsive at the bid opening stage and returned to the bidder unopened.
- 4.5 The EMD or Bid Security of the unsuccessful bidder will be discharged / returned to them at the earliest / within 30 days after award of contract/order to the successful bidder through NEFT / RTGS only. The bank details of the bidders have to be provided as per the format in Annexure-V. The EMD or Bid Security of the successful

bidder will be retained as Retention Money / Security Deposit and the same will be returned without any interest after expiry of the contract period on request from the awarded supplier through NEFT / RTGS only.

# The security deposit or EMD will bear no interest whatsoever.

- 4.6 The EMD may be forfeited:
  - (a) If a bidder withdraws his / her bid during the period of bid validity or makes modifications to his / her tender which are not acceptable to STPI.
  - (b) In the case of a successful bidder, if the bidder fails to sign the contract.
  - (c) Failure to fulfill the contract.

The bidder will not be eligible to participate in the tender for same services for three year from the date of issue of order if EMD/ Bid security is forfeited.

# 5. PERIOD OF VALIDITY OF BIDS:

- 5.1 Bid shall remain valid for 75 days after the date of bid opening prescribed by STPI.
- 5.2 In exceptional circumstances, STPI may request the bidder's consent for an extension to the period of bid validity. The request and the responses there to, shall be made in writing. The EMD provided under Clause 4 shall also be suitably extended. A bidder may refuse the request without the forfeiture of his / her bid security/EMD. A bidder accepting the request and granting extension will not be permitted to modify his / her bid.

# 6. FORMATS AND SIGNING OF BID:

- 6.1 All pages of the Technical bid and financial bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.
- 6.2 The bid shall contain no insertions, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

#### 7. LATE BIDS:

Any bid received by STPI after the due date & time for submission of bids prescribed by STPI shall be rejected and returned unopened to the bidder.

#### 8. OPENING OF BIDS BY STPI:

- 8.1 STPI shall open bids in the presence of bidders or their authorized representatives who chose to attend, at **11.30 A.M. on 17.06.2021.** The bidder's representatives, who are present, shall sign in the register. Business card/Authority letter shall be submitted by the bidders before they are allowed to participate in bid opening.
- 8.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- 8.3 The date fixed for opening of bids, if subsequently declared as holiday by the STPI-Chennai, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened in the next working day, time and venue remaining unaltered.
- 8.4 The Two bid tendering process comprise the following,
  - a) The <u>technical bids</u> will be opened in the first stage, at **11.30 A.M. on 17.06.2021** and the same will be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the tender documents and the offers received from the tenderers.

b) In the second stage, the *financial bids* of only the technically accepted offers (as decided in the first stage above) will be opened for further scrutiny, evaluation, ranking and placement of contract.

The financial bids of the eligible bidders will be opened only after intimating the date and time to bidder through mail/fax, etc.,

# 9. CLARIFICATION OF BID DOCUMENTS BY STPI:

To assist in the examination, evaluation and comparison of bids STPI may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

#### **10. TENDER EVALUATION:**

- 10.1 STPI shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 10.2 Tender committee will scrutinize the bids based on the eligibility criteria and technical specification compliance. The technically qualified bidders only will be called for financial bid opening.
- 10.3 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by STPI. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Contractor does not accept the correction of the errors, his / her bid shall be rejected.
- 10.4 The evaluation and comparison of responsive bids shall be done on the price of the goods/services offered inclusive of all Levies & Taxes as indicated in the Price Schedule of the Bid Document.
- 10.5 STPI may waive any minor non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

#### 11. CONTACTING STPI:

- 11.1 No bidder shall try to influence STPI on any matter relating to its bid, from the time of tendering till the time the contract is awarded.
- 11.2 Any effort by a bidder to influence STPI in STPI's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

# 12. STPI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

STPI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the bidder. However, the bidder has the right to question the bidding conditions, bidding process and / or rejection of his / her bid.

STPI reserves the right to receive and, if it thinks fit, to consider and accept a noncomplaint proposal. The acceptance or rejection of a non-complaint proposal is entirely a matter for STPI in its absolute discretion.

# Any deviations / irrelevant specifications in this tender will not be accepted.

Final decision of accepting or rejecting any/all bid(s) will be at the discretion of STPI.

# **13. PLACEMENT OF ORDER:**

STPI shall consider placement of order on the bidder whose offer has been found technically and financially acceptable. STPI has full rights to place order on fully or partially.

# 14. EXTENSION OF TIME:

In certain unavoidable circumstances, wherein the Competent Authority feels that the extension of a particular contract is required, the contractor should give his / her consent on existing terms & conditions of the contract.

#### **15. ANNULMENT OF AWARD:**

- 15.1 STPI reserves the right to terminate the contract with two months notice if, the services are found dissatisfactory or in case of violation of the terms and conditions of the contract or non-fulfillment of the statutory requirement.
- 15.2 STPI reserves the right to disqualify the Contractor for a suitable period who habitually failed to take the Services. STPI reserves the right to blacklist a bidder for a suitable period in case he/she fails to honour his / her bid without sufficient reasonable grounds.
- 15.3 STPI reserves the right to terminate the contract for reason of providing non satisfactory service.

#### **16. ARBITRATION :**

If, a dispute arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Chennai. The language of the arbitration proceedings shall be in English.

#### SECTION – III CONDITIONS TO THE BIDDERS

#### 1. <u>GENERAL CONDITIONS</u>:-

- **1.1 Period:** The contract will be for a period of **TWO YEARS**. After the expiry of the contract period, the service need not be continued taking it as deemed extension of period. The printers & fax machine have to be handed over in full working condition as on the date of the expiry of the contract.
- **1.2 Renewal:** The contract will be for a period TWO years initially and shall be extended for further period of one year on the same rates, terms & conditions, subject to satisfactory performance. The further extension thereafter would be decided later, on satisfactory completion of the above tenure.
- **1.3 Delivery/ Execution of order:** The work shall be carried out at the following location as per the direction of Engineer / site in charge.

Software Technology Parks of India, No. 5, Rajiv Gandhi Salai, III Floor, Taramani, Chennai – 600 113.

# 1.4 Payment:

- a) No advance payment will be made. Mode of payment will be quarterly on the completion of work to the fullest satisfaction of officer in charge and would be paid within 15 days from the date of submission of invoice along with the service reports etc if any.
- b) Payments to the Contractor will be through NEFT or RTGS transfer only for which the bank details & account number etc. have to be submitted by the contractor as per the format enclosed herewith as Annexure V
- c) Income tax will be deducted at the prevailing rate.
- d) TDS on GST is applicable as per GST Act from time to time.
- e) Any other applicable taxes will be deducted as per statutory norms.
- f) Price indicated in the tender is firm and no increase in the price is allowed during the contract period other than taxes.

# **1.5 Liquidity Damages:**

Purchases/Contracts are subjected to Liquidity Damages. Decision of STPI will be final and binding. It has to be ensured by the contractor that the entire printers and fax machines are working properly. If any problem is not attended within 3 hrs or not rectified within 24 hrs (whichever is applicable), the proportionate deduction will be made at Rs.50/- per printer for every successive 8 hrs up to a maximum of Rs.1500/-.

STPI is entitled to withhold payments due to the contractor in case of dispute of claim still it is resolved.

#### 1.6 Scope:

The contract covers comprehensive AMC of printer and fax machines at STPI-Chennai. The details of the same are given on Section IV. The work should be executed in coordination with other agencies that the STPI may employ to carry out items of work not covered in the tender.

#### 1.7 Agreement:

The notice inviting tenders, conditions of the tender and the duly completed form of the tender will form part of the agreement to be executed by the successful contractor with STPI on non-judicial stamp paper of Rs.100/-. The format of the agreement is enclosed herewith as Annexure III.

**1.6** Security Deposit or Performance Security / Retention money: The earnest money (EMD / Bid Security) will be retained in the case of successful contractor as part of the Performance Security for due fulfillment of the contract. The bidders who have opted for the EMD exemption by submission of the necessary documentary proof, have to submit the Security Deposit or Performance Security Declaration Form as per the format attached in Annexure –VI in lieu of the Security Deposit / Performance Security. The Security Deposit or Performance Security or Retention Money will bear no interest whatsoever.

#### **SECTION - IV**

#### 1. Scope:

The scope of work involves comprehensive AMC for printers and fax machines at STPI, Chennai.

- 1.1 The scope of the Comprehensive Annual Maintenance Contract shall cover the following:
  - a) Diagnose the faults and rectify the defect detected in reasonable time
  - b) Repair / replace the following parts of the printer and fax machines if becomes faulty,
    - 1. All logic boards including power supply,
    - 2. Teflon sheets,
    - 3. Fuser Assembly,
    - 4. Pressure Roller,
    - 5. All related cables and connectors,
    - 6. All plastic and Mechanical Switches,
    - 7. Plastic and Metal Roller & Gears,
    - 8. Plastic & Metal springs,
    - 9. Paper feeder assembly
    - 10. Any other related major and minor parts not covered in point No.1 to 9 above for printers and fax machines.
  - c) Carry out the periodic (once in a month) preventive maintenance,
  - d) STPI will not supply spares or any other item for service, repairs and maintenance.
- 1.2 The bidder shall attend unlimited breakdown calls in between routine service calls immediately/within 3 hrs on receipt of complaints.
- 1.3 The scope of this contract includes all major/minor repairs to printer and fax machines and required spares to printer and fax machines.

#### 1.4 Details of the Printers & Fax Machines: A. Printers:

S.No.	Details of the Printers	Quantity
1.	HP Laserjet 1022N	6 Nos.
2.	HP Laserjet M1120N	1 No.
3.	Samsung SCX-4521 F	1 No.
4.	Samsung SCX-4623 FN	1 No.
5.	HP Officejet J3600 Series	2 Nos.
6.	HP Laserjet Pro400 M401N	1 No.
7.	Total	14 Nos.

#### **B. Fax Machine:**

S.No.	Details of the Fax Machine	Quantity
1.	Panasonic KX-FP342	1 No.
2.	Total	1 No.

# ANNEXURE - I

#### 2. TECHNICAL BID:

a) Name, address & Contact No. of the bidder:

3. Proof of the details to be submitted as per the details given below to fulfill the eligibility criteria: (Self attested copies of the required documents to be submitted)

a)	Tender Fee paid for Rs.500/-		Yes / No
b)	EMD amount paid for Rs.2,600/-		Yes / No
c)	In case of exemption availed for the tender fee & EMD amount, necessary certificate from NSIC / MSME or any other documents with current validity submitted		Yes / No
d)	Proof of having their office / branch office in Chennai with valid proof (rental agreement / latest telephone bill copy / property tax receipt / GST regn)		Yes / No
e)	<ul> <li>Copies of the Original Registration Certificates for the following:</li> <li>i) GST Registration Certificate</li> <li>ii) PAN Card Number</li> <li>iii) Incorporation Certificate of the company / Firm or Partnership Deed</li> </ul>	 	Yes / No Yes / No Yes / No
f)	Audited Financial Statements for the last three years (copies of the Profit and Loss (P/L ) statements along with Balance Sheet or CA Certificate for the concerned period)		Yes / No
g)	Documentary evidence for successfully executed / completed TWC similar work over the last three years ie the current financial year at the last three financial years.(work orders / work completion certific agreements and experience in services of a similar nature, with period & value of the contract)	nd	Yes / No

h)	Non Disclosure Agreement as per the format	 Yes / No
i)	Bank details for the NEFT / RTGS payment along with the copy of the cancelled blank cheque as per the format	 Yes / No
j)	Self attested tender document duly signed in all the pages affixing the office seal including blank financial bid page	 Yes / No

I certify that all the terms and conditions of the tender documents are acceptable to us.

Signature of the authorized person Name: Designation: Company Seal:

Date : Place:

# ANNEXURE - II

# 4. FINANCIAL BID:

a) Name, Address & Contact No. of the Company:

# b) Rate shall include cost of transportation and other overheads etc

# A. PRINTERS :

S.No.	Description	Quantity	Unit rate in Rs.	Total Amt in Rs. Per. Annum
1.	HP Laserjet 1022N	6 Nos.		
2.	HP Laserjet M1120N	1 No.		
3.	Samsung SCX-4521 F	1 No.		
4.	Samsung SCX-4623 FN	1 No.		
5.	HP Officejet J3600 Series	2 Nos.		
6.	HP Laserjet Pro400 M401N	1 No.		
7.	Total Amount for the printers			
8.	Taxes / GST amount (mention the			
	% also)			
9.	<b>Total Amount : A</b> (inclusive of Taxes / GST)			

## **B. Fax Machine:**

S.No.	Details of the Fax Machine	Qty	Unit Rate in Rs.	Total Amt in Rs. Per Annum
1.	Panasonic KX-FP342	1 No.		
2.	Taxes / GST amount (mention the % also)			
3.	<b>Total Amount : A</b> (inclusive of Taxes / GST)			
4.	<b>Total Amount (A+B)</b> inclusive of taxes / GST amount			

(Rupees \_\_\_\_\_

\_Only)

I certify that all the terms and conditions of the tender documents are acceptable to us.

Signature of the authorized person Name: Designation: Company Seal:

Date : Place:

**ANNEXURE - III** 

# AGREEMENT

Articles of agreement made this the \_\_\_\_\_ (date) between Software Technology Parks of India, No.5, 3rd Floor, Rajiv Gandhi Salai, Taramani, Chennai-600113, through Authorised Signatory (hereinafter called the "Employer") of the one part and

through Authorised Signatory (hereinafter called the "Contractor") of the other Part.

whereas the employer is desirous of entrusting providing comprehensive AMC for Printers & Fax Machine (name of the work) at STPI-Chennai (places) to the contractor under this agreement as per the tender conditions of contract.

And whereas the Contractor has agreed to execute the providing comprehensive AMC for Printers & Fax Machine (name of the work) in STPI-Chennai (places) as per conditions in the Tender No: \_\_\_\_\_\_, dated \_\_\_\_\_\_ (date) and work order No: \_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_,

#### NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1. In consideration of the sum as per the work order No.\_\_\_\_\_ dated to be paid at the time and in the manner set forth in the said conditions of the tender, the contractor shall upon and subject to the said conditions execute and complete the work as per conditions in the tender.
- 2. STPI will pay to the contractor the said amount as per the work order No. dated or such other sum as shall become payable hereunder at the times and in the manner specified in the said conditions.
- 3. The said conditions, shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such conditions contained. The period of contract is from \_\_\_\_\_\_ to

#### **SCHEDULE I**

- 1. Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

   2. Work order No. \_\_\_\_\_ dated \_\_\_\_\_.
- 3. Acceptance of the order dated

#### (format is mentioned in Schedule-I) will vary on case to case basis

As witness our hand the day and year first above written

Signed by STPI: \_\_\_\_\_

In the presence of (witness):

1) Signature : Name : Occupation : Address :

2)	Signature	:
	Name	:
	Occupation	:
	Address	:

Signed by the Contractor:

In the presence of (witness):

1)	Signature	:	2)	Signature	:	
	Name	:		Name	:	
	Occupation	:		Occupation	:	
	Address	:		Address	:	

# ANNEXURE – IV

# NON – DISCLOSURE AGREEMENT

#### Date:

STPI	CONTRACTOR
SOFTWARE TECHNOLOGY PARKS OF INDIA, NO.5, 3 <sup>RD</sup> FLOOR, RAJIV GANDHI SALAI, TARAMANI, CHENNAI 600 113	

We \_\_\_\_\_\_hereby agree to keep all information confidential about <u>STPI-Chennai</u> learnt by below signed persons from this date \_\_\_\_\_\_ onwards, and at all times in future, in which \_\_\_\_\_\_ (the contractor) has an interest.

We hereby agree and undertake to maintain such information as confidential and undertake not to use any part or the whole of such information, directly or indirectly learnt about STPI-Chennai, for any other purpose other than executing the scope of work for comprehensive annual maintenance contract for Printers & Fax Machine at STPI-Chennai.

We further agree that our personnel will only disclose confidential information on a need to know basis with the consent of <u>STPI-Chennai</u>.

Signed by:-(Contractor)

# ANNEXURE - V

Name of the Bank	:	
Branch Name	:	
Account Number	:	
Name of the Account Holder	:	
IFSC No.	:	
GST Registration Number (enclose the copy)HSN or Accounting Service Code	:	

# BANK DETAILS FOR MAKING RTGS PAYMENT

The bidder is requested to enclose a cancelled cheque for verification along with this format.

Signed by:-(Contractor)

# ANNEXURE - VI

#### Security Deposit/Performance Security Declaration Form

Date:\_\_\_\_\_ Tender No.:\_\_\_\_\_

То

(insert complete name and address of the purchaser)

I / We, the undersigned, declare that I / We understand that, according to your conditions, bids must be supported by a Security Deposit/Performance Security Declaration.

 $I\,/\,We$  accept that,  $I\,/\,We$  may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because  $I\,/\,We$ 

- a) Have withdrawn / modified / amended, impairs or derogates from the tender, my / our Bid during the period of contract; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of contract (i) fail or reuse to execute the contract, if required,

I / We understand this Security Deposit/Performance Security Declaration\_shall cease to be valid if I am / We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the contract period.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Security Deposit/Performance Security Declaration)

Name: (insert complete name of person signing the Security Deposit/Performance Security Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on \_\_\_\_\_\_ day of \_\_\_\_\_\_ (insert date of signing) corporate Seal (where appropriate)