

**Tender Reference No.: SPIC/2017/34659/A**

**Dated: 29/03/2017**

**TENDER DOCUMENT FOR SUPPLY OF CONSUMABLES FOR ZEBRA CARD PRINTER  
(ZXP SERIES 3)**

**Society for Promotion of IT in Chandigarh (SPIC)** invites e-Tender (**Physical Copy of the same tender should also be deposited along with online submission of the e-Tender document**) in two bid system from registered/ reputed agencies/firms for Annual Rate contract for **SUPPLY OF CONSUMABLES FOR PLASTIC CARD PRINTER AS AND WHEN REQUIRED basis FOR A PERIOD OF ONE YEAR** from the date of Agreement of the contract. Submission of e-Tender as well as submission of Physical Copy is mandatory and in absence of any of the tender (e-Tender & Physical Copy) will leads to disqualification of the tender.

Physical Copy of the e-Tender - **Technical bid and Commercial bid** - filled in the specified proforma along with envelope of Earnest Money Deposit (EMD) shall be sealed in two separate envelopes and these two envelopes shall be contained in a large envelope Super scribed **Tender for Supply of Consumables for Plastic Card Printing at SPIC, Chandigarh** addressed to **Chief Executive Officer, SPIC Office, EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101** shall reach latest 7<sup>th</sup> April'2017 up to 12:00 hrs. Specified proforma along with all terms and conditions may be downloaded from e-tendering website of Chandigarh Administration <https://etenders.chd.nic.in> and from the website of SPIC <http://www.spicindia.com>.

The Tender shall be in Two Bid Systems i.e. 1) Technical Bid and 2) Commercial Bid. The **amount of EMD (Bid Security) is ₹25000.00 (Twenty Five Thousand only) towards in the form of Demand Draft or Bank Guarantee** drawn in favour of **Society for Promotion of IT in Chandigarh (SPIC) payable at Chandigarh** shall be put in a separate envelope. The Demand Draft/Bank Guarantee shall be valid for at least 3 months. The Technical Bids shall be opened on 7<sup>th</sup> April at 12:30 hrs at the above address by the Tendering Committee authorized by this office and in the presence of such tenderers or their authorized representative who may wish to be present. The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.

1. **Eligibility Criteria:**

- (i) The bidder must have minimum three years of experience of supplying the consumables for plastic card printing items in bulk to Govt. Departments/PSUs/Nationalized Banks. Copies of two such Purchase Orders received during each of the last three years should be enclosed.
- (ii) Must have a valid PAN issued by the Income tax Department, also registered with Sales Tax Department and other concerned Tax Departments/Government agency/other agencies (attested copies has to be attached).
- (iii) Must have minimum turnover of Rs. 2 Core per year during each of the last three years. Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years to be submitted along with the technical bid.
- (iv) Should not have been blacklisted by the Depts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).
- (v) The bidder must have project specific authorization from OEM. The bidder should attach the OEM MAF (Manufacturer Authorization Form) along with the BID Document. Any BID submitted without project specific MAF would be disqualified.

2. Proposed validity of the Rate Contract: One Year.

3. Availability of Tender Documents: e-tendering website of Chandigarh Administration <https://etenders.chd.nic.in> and from the website of SPIC <http://www.spicindia.com>.

4. Period: **29.03.2017 to 07.04.2017 (up to 12:00 hrs)**

5. Opening of Bids: Technical Bids shall be opened at **12:30 hrs on 07.04.2017**.

6. **Method/manner for Submission of Bids:** Bid to be submitted online through e-Tendering website of Chandigarh Administration <https://etenders.chd.nic.in>, however physical copy of the same also to be submitted in the following manner:

An envelope super-scribing "**Tender for Supply of Consumables for Card Printer to SPIC, Chandigarh**" having two envelopes containing Technical Bid and Financial Bid must bear the name and address of the party and shall be addressed to **Chief Executive Officer, SPIC Office, EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101**.

*Submission of e-Tender as well as submission of Physical Copy is mandatory and in absence of any of the tender (e-Tender & Physical Copy) will leads to disqualification of the tender.*

7. **Earnest Money Deposit: ₹25000.00 (Twenty Five Thousands only).**

8. **Performance Security Deposit: ₹50000.00 (Fifty Thousands only)**

9. Validity of Bids: 1 Year from opening of technical bid.

10. SPIC reserves the right to reject any or all the bids without assigning any reason.

## TENDER DOCUMENT

### SCHEDULE - 1: INSTRUCTIONS TO BIDDERS

#### 1. Notice inviting Bids:

1.1 Sealed Bids, under two bid system (Technical bid and Financial bid), are invited by the SPIC, Chandigarh from eligible Bidders for Supply of Consumables for card printer (**ZEBRA ZXP SERIES 3 PRINTER**) as specified in the Schedule-3 of tender document.

#### 2. Issue of Tender Document:

2.1 The Tender document will be available during the period indicated in the Schedule-4.

2.2 The Tender document can also be downloaded from the e-tendering website of Chandigarh Administration <https://etenders.chd.nic.in> and from the website of SPIC <http://www.spicindia.com>.

2.3 Any change that will be made in the Tender document by the Competent Authority after issue of the Tender will be intimated to the prospective Bidders in the form of Corrigendum/Addendum for incorporating the same in the Bid before submitting the Bid.

2.4 No alterations and additions anywhere in the Bid Document are permitted. If any of these are found, the Bid may be summarily rejected.

2.5 The Bidder shall bear all costs associated with the preparation and submission of its Bid. SPIC shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

3. Language of Bid/Contract: The language of the Bid shall be in English and all correspondence, etc. shall conform to the English language.

#### 4. Pre-bid Conference:

4.1 No Pre-bid conference will be held however Intended Bidders will be allowed to seek clarification, if any.

#### 5. Validity of Bids:

5.1 The Bids will be valid for a period of 365 days from the date of its opening.

#### 6. Earnest Money/ Bid Security:

6.1 The Bidder shall deposit ₹ 25,000/- as an interest free Earnest Money Deposit (EMD). The Earnest Money shall be deposited in the form of Demand Draft/ Bank Guarantee as per format indicated in Annexure in favour of **Society for Promotion of IT in Chandigarh (SPIC) payable at Chandigarh**.

6.2 The failure or omission to deposit the Earnest Money shall disqualify the Bid and SPIC shall exclude from its consideration such disqualified Bid(s).

6.3 Bidder shall not revoke his Bid or vary its terms and conditions without the consent of SPIC during the validity period of the Bid. If the bidder revokes the bid or varies its terms or conditions, the Earnest Money deposited by it shall stand forfeited to SPIC without prejudice to its other rights and remedies and the Bidder shall be disentitled to submit a Bid to SPIC for Supply of consumables during the next twelve (12) months effective from the date of such revocation.

6.4 If the successful Bidder does not pay the Performance Security in the prescribed time limit or fails to sign the agreement bond, Earnest Money Deposit of the successful bidder will be forfeited by SPIC and it shall be rightful for SPIC to take decision for cancellation of the tender or award of work order to other eligible/qualified bidder.

6.5 The Earnest Money of unsuccessful Bidder shall be refunded after the successful Bidder furnishes the required Performance Security to SPIC and signs the contract or within thirty (30) days of the expiry of validity period of Bids, whichever is earlier.

## **7. Eligible Bidders**

- a. The bidder must have minimum three years of experience of supplying the Consumables for Card Printer items in bulk to Govt. Departments/PSUs/Nationalized Banks. Copies of two such Purchase Orders received during each of the last three years should be enclosed.
- b. Must have a valid PAN issued by the Income tax Department, also registered with Sales Tax Department and other concerned Tax Departments/Government agency/other agencies (attested copies has to be attached).
- c. Must have minimum turnover of Rs.2 Core per year during each of the last three years (Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years to be submitted along with the technical bid.
- d. Should not have been blacklisted by the Deptts/Ministries of the Govt. of India/State Govt./PSUs (Declaration has to be submitted in the specified format).
- e. The bidder must have project specific authorization from OEM. The bidder should attach the OEM MAF (Manufacturer Authorization Form) along with the BID Document. Any BID submitted without project specific MAF would be disqualified.

## **8. Rates how to be quoted**

- 8.1 The bidder is expected to work out his rates keeping in view the technical specifications & conditions and arrive at the amount to be quoted. The Bidder shall be deemed to have satisfied itself before Bidding as to the correctness and sufficiency of its Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling his obligations under the contract.
- 8.2 Schedule-5 containing the financial Bid shall be inclusive of all applicable taxes. However, they should indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.
- 8.3 The bidder should quote the details (price-break up) as asked in the Schedule-5.

## **9. Manner of Submission of Bid**

- 9.1 The complete Bid will be received as indicated in the Schedule-4, by depositing the same through the online (e-Tender) and by post (Physical Copy) which reaches the specified place before the specified time.
- 9.2 E-mail or fax offers will be rejected.

## **10. Last Date for Submission**

- 10.1 Sealed Bids shall be received at the address specified above not later than the time and date specified in the Tender Notice. Bids received after the specified date and time for receipt of bids shall not be considered. Hence, such bids shall be rejected and returned unopened to the Bidder.

10.2 In the event that the specified date for the submission of Bid offer is declared a holiday, the offers will be received up to the appointed time on the next working day.

11.1 The Bidder may withdraw its offer after its submission, provided that written notice of withdrawal is received by SPIC prior to the closing date and time prescribed for submission of offer.

## **12. Contents of Bid Document**

12.1 Bids are invited in two-bid system (Technical bid and Financial bid). The completed Bid shall be submitted in sealed envelope, super-scribing Tender for Supply of Consumables for ZXP Series 3 Card Printer as mentioned in the Schedule-4.

12.2 The envelopes shall contain the following:

a) Envelope No.1 (Technical Bid): This should contain all technical details along with commercial terms and conditions such as:

- I. List of all the documents enclosed;
- II. The EMD as indicated in clause 6.1 above.
- III. Copies of Income Tax Returns and VAT Returns filed with the concerned Authorities during last three years;
- IV. Details of the firm(s) including details of the proprietor/partner/director with regard to name, address for communication, telephone number, e-mail etc. (Annexure-2 of Schedule 7);
- V. In case of a firm, each partner or power of attorney holder shall sign the Bid. The attested copies of power of attorney of person signing the Bid shall be enclosed with the Bid. The power of attorney shall be signed by all partners. In case of private limited/public limited companies, the power of attorney shall be supported by board resolutions and appropriate and adequate evidence in support of the same shall be provided;
- VI. All pages and pasted slips should be signed by the Bidder and no page shall be added or removed from the set of Bid Document. Duly signed Bid document is to be returned as a token of its acceptance;
- VII. A statement showing the magnitude of Work/Service done in the last three (3) years (Annexure- 3 of Schedule 7);
- VIII. A declaration regarding black-listing and/ or litigations (Annexure-4 of Schedule 7)
- IX. Declaration to abide by the clauses of the Tender Document (Annexure 5 of Schedule 7)
- X. Complete audited annual turnover report with profit & Loss, balance sheet, income and expenditure reports for last 3 years.
- XI. Attested Photocopy of PAN No. of the Firm/Company/Proprietor.
- XII. Attested Photocopy of VAT/Trade Tax return in for last 3 years \ in support of the annual turnover.
- XIII. Copies of two Purchase Orders received from Govt. Departments/ PSUs/Nationalized Banks during the last three years in support of the experience.
- XIV. Project specific Authorization from OEM.

All the aforesaid documents must be enclosed with the Technical Bid, failing which, the tender shall not be considered. The documents should be signed with seal by the tenderer/bidder.

- b) Envelope No.2 (Financial Bid): This envelope shall only contain item-wise price as per the details of items given in Schedule-3, duly filled in and initialed on each page and signed by the Bidder at prescribed places of the Bid.
- c) Covering Envelope: Both the envelopes 1 and 2 shall be put together in a common sealed envelope super-scribing the Bid for Supply of Consumables and addressed to CEO SPIC as mentioned in Schedule-4 and the name and address of the Bidder at the bottom left.

13. Other Important Points to be noted by the Bidder:

- a) The Financial Bid should be written both in words and figures at appropriate places (Schedule 5)
- b) The Bidder shall submit the Bid which satisfies each and every condition laid down in Tender Document, failing which the Bid shall be liable to be rejected. **Conditional Bids will be rejected.**

14. **Opening of Bid**

14.1 The Bid received before the time and date specified in Tender Notice, will be opened as per the specified program in the office as mentioned in the Schedule-4, in the presence of Bidders or their authorized representatives who choose to remain present on the opening day, at the scheduled time.

15. **Short listing of Bidders**

15.1 SPIC will short-list technically qualifying Bidders and Financial Bids of only those Bidders, who qualify in technical bids, will be opened at a date and time to be intimated.

16. **Opening of Financial Bids**

16.1 SPIC shall open Envelope No.2, on notified date, and the rates quoted by the bidder in price schedule (Schedule-5) shall then be read out.

17. **Acceptance of Bid**

17.1 Acceptance of Bid shall be done by the Competent Authority of SPIC. SPIC is not bound to accept the lowest or any Bid. SPIC reserves the right to reject any or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of SPIC.

18. **Process to be Confidential**

18.1 Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

19. **Execution of Contract Document**

19.1 The successful Bidder after deposit of Performance Security, is required to execute an Agreement in duplicate in the form attached with the Bid Documents on a stamp paper . The Agreement should be signed within 15 days from the date of acceptance of the Bid. The Contract will be governed by the Agreement, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

19.2 It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

**20. Rights of SPIC**

20.1 SPIC reserves the right to suitably increase/reduce the scope/quantity of work/items put to this Bid. The right to split up the work order/contract in two or more parts is reserved by SPIC and also the right to award contract to more than one agency is reserved.

20.2 In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the conditions of the Contract, interpretation of the clauses by SPIC shall be final and binding on all Parties.

**21. Notice to form Part of Rate Contract**

21.1 Tender Notice and these instructions shall form part of the Rate Contract.

## **SCHEDULE – 2 CONDITIONS OF CONTRACT**

### **1 Definition:**

- i) 'Annexure' referred to in these conditions shall mean the relevant annexure appended to the Tender Document and the Contract.
- ii) 'Approved' shall mean approved in writing including subsequent confirmation of previous verbal approval and Approval shall mean approval in writing including as aforesaid.
- iii) 'Bid' means the Contractor's priced offer to SPIC for the supply of consumables for Zebra ZXP Series 3 printer at the specified places and remedying of any defects therein in accordance with the provision of the Contract, the installation and services as accepted by the Letter of Acceptance.
- v) 'Commencement Date' means the date upon which the Contractor receives the notice to commence the rendering of services at specified places.
- vi) 'Competent Authority' shall mean any officer authorized by CEO SPIC to act on behalf of SPIC under this contract.
- vii) 'Contract' shall mean and include the Tender Notice, instructions to bidders, terms and conditions of contract, Letter of Acceptance, the Offer, the Agreement and mutually accepted conditions in the authorized correspondence exchanged with the bidder by SPIC and any other document forming part of the contract.
- viii) 'Contract Amount' shall mean the sum quoted by the Contractor in his bid and accepted by SPIC.
- ix) 'Contractor' shall mean the individual or firm or company whether incorporated or not, undertaking the Contract and shall include legal representatives of such individual or persons composing such firm or unincorporated company or successors of such firm or company as the case may be and permitted assigns of such individual or firm or company.
- x) 'CEO SPIC shall mean the Chief Executive Officer of SPIC, for the time being holding that office and also his successor and shall include any officer authorized by him.
- xi) 'Government' shall mean the Chandigarh Administration.
- xii) 'Letter of Acceptance' means the formal acceptance by SPIC.
- xiii) 'Services' shall mean the services to be provided to SPIC by the Contractor as stated in the Contract and other services that are prescribed in the Tender document.
- xiv) 'Specification' means the specification referred to in the tender. In case where no particular specification is given, the relevant specification of SPIC, where one exists, shall apply.
- xv) 'Tender' means formal invitation by SPIC to the prospective bidders to offer fixed price for Supply of Consumables.
- xvi) 'Time for Completion' means the time for completing the supply and passing the Tests of the Goods or any part thereof as stated in the Contract calculated from the Commencement Date.
- xvii) 'Supply Order' means an order for supply of stores and includes an order for performance of service;



## **2. Parties to the Contract**

- 2.1 The parties to the contract shall be the Contractor, whose offer is accepted by SPIC; and SPIC.
- 2.2 The person signing the offer or any other document forming the part of Contract on behalf of other persons of a firm shall be deemed to have due authority to bind such person/s or the firm as the case may be, in all matters pertaining to the Contract. If it is found that the person concerned has no such authority, SPIC may, without prejudice to any other Civil/Criminal remedies, terminate the Contract and hold the signatory and / or the firm liable for all costs and damages for such termination.

## **3. Performance Security**

- 3.1 To ensure due performance of the contract, an interest-free Performance Security, as defined in Schedule 4 shall be deposited by the contractor in the form of an Account payee Demand Draft/Bank Guarantee in favour of SPIC payable at Chandigarh as per format indicated in Annexure-1.
- 3.2 Performance Security will remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the contractor.
- 3.3 Any amount due/recoverable from the Contractor under the terms and conditions of this Contract or any other account, may be deducted from the amount of Performance Security Deposit. In case, the amount of Performance Security Deposit is reduced by reason of any such deduction, the Contractor shall, within fifteen (15) days of receipt of notice of demand from SPIC, make good the deficit. In case, security is deposited by way of bank guarantee by the Contractor, then any penalty for damages liquidated or un-liquidated or for any breach or failure or determination of Contract, not previously paid to SPIC, shall immediately on demand be paid by the said bankers to SPIC under and in terms of the said guarantee.
- 3.4 If during the term of this Contract, the Contractor is in default of the due and faithful performance of its obligations under this Contract, or any other outstanding dues by the way of fines, penalties and recovery of any other amounts due from the Contractor, SPIC shall, without prejudice to its other rights and remedies hereunder or at the Applicable Law, be entitled to call in, retain and appropriate the Performance Security.
- 3.5 Nothing herein mentioned shall debar SPIC from recovering from Contractor by a suit or any other means any such losses, damages, costs, charges and expenses as aforesaid, in case the same shall exceed the amount of the Performance Security.
- 3.6 The Performance Security shall be retained until all disputes, if any, between both the parties have been settled to the entire satisfaction of SPIC. The Performance Security shall be returned to the Contractor by SPIC within sixty days following the Completion Date or Termination Date of this Contract provided that there are no outstanding claims of SPIC on the Contractor.

## **4. Contract Documents**

- 4.1 The several Contract documents forming the Contract shall be taken as mutually explained to one party by the other, but in case of ambiguities or discrepancies the same shall be explained and harmonized by the Competent Authority of SPIC who shall issue to the Contractor necessary instruction thereon and in such event unless otherwise provided in the Contract the priority of the documents forming the contract shall be as follows:

1. The Agreement
2. Minutes of pre-bid meetings (If any), clarifications
3. The Conditions of Contract
4. Tender Notice and Tender Document
5. Letter of Acceptance.
6. Any other correspondence exchanged between the parties in connection with the contract
7. The Contractor's Offer

#### **5. Validity of the Contract**

- 5.1 The Contract shall be valid for a period of one year from the date of signing this Contract. However, the contract will be reviewed on yearly basis and extended every year subject to the satisfactory supplies by the contractor and on the mutual consent of both the parties.

#### **6. Contractor's Obligation**

- 6.1. The contractor's employees must observe all reasonable instruction of SPIC
- 6.2. All items supplied under this contract shall be subject, before payment, to inspection by SPIC who may withhold payment when in his opinion any supplies have not been made in accordance with the requirements of the contract.

#### **7. Payment Terms**

- 7.1 100% payment shall be released within 15 days on satisfactory receipt of the goods/articles ordered. Advance payment will not be made under any circumstances.
- 7.2 SPIC reserves the rights to retain and set off against any sum which may be from time to time due to the Contractor under any claim, which SPIC may have under this or any other Contract/Agreement.

#### **8. Imposition of fines / penalty**

- 8.1 The supplier shall guarantee that the stores, articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Tender enquiry. The supplier shall guarantee that the said goods/stores articles would continue to conform to the description and quality aforesaid for a period of twelve months, if during the aforesaid period of 12 months the said stores/goods/ articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the purchaser in that behalf shall be final and binding on the supplier and the purchaser shall be entitled to call upon the supplier to rectify/make good/replace the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period or such specified period as may be allowed by the purchaser in his discretion on/an application made thereof by the supplier and in such an event, the abovementioned warranty period shall apply to the goods/stores/ articles rectified from the date of rectification thereof. In case of failure of the supplier to rectify or replace the goods etc., within specified time, the purchaser shall be entitled to recover the cost with all expenses from the supplier for such defective stores.

- 8.2 Any non-compliance of any of the clause of this tender document or all such clauses which are to be treated integral part of the contract, shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by SPIC, in addition to forfeiting of the Performance Security making suitable recovery from the pending bills of the supplier.
- 8.3 Liquidated Damages: In case the firm does not complete the supply within delivery period, action will be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2 % per week of the price of any stores which the contractor has failed to deliver/install within the period fixed for delivery of such stores. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total price of stores required.

#### **9. Indemnity:**

- 9.1 The Contractor shall indemnify, protect and save SPIC against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights and issues any applicable law etc. or such other statutory infringements.

#### **10. Suspension of Contract**

- 10.1 SPIC shall be at liberty at any time to suspend temporarily this Contract on giving 24 hours notice in writing the Contractor for breach of any of the terms and conditions of this Contract for insufficient service or misconduct of the Contractor as to which the decision of SPIC shall be final and the Contractor shall not be entitled to any change or compensation by reason thereof.
- 10.2 An event of default on the part of the Contractor, which results from the Contractor being unable to fulfill its Service obligations under the Contract, shall be deemed as a serious default, and is said to have occurred due to any of the following causes:
- (a) In the opinion of SPIC, the Contractor has repudiated the Contract,
  - (b) Without reasonable excuse has failed to supply the consumable items in accordance with this Contract within the time stipulated for completion;
  - (c) Despite previous warning from SPIC, in writing, or otherwise persistently or flagrantly neglecting to comply with any of its obligations under the Contract;
  - (d) Delays in providing supplies beyond a period of 2 days from the scheduled date.
  - (e) If the Contractor is in breach of any law or statute governing to making such supplies;
  - (f) The Contractor, in the judgment of SPIC, has engaged in corrupt or fraudulent practices in competing for or in making supplies as per the Contract.
  - (g) The Contractor enters into voluntary or involuntary bankruptcy, or liquidation;
  - (h) The Contractor becomes insolvent;
  - (i) A receiver, administrator, trustee or liquidator is appointed over any substantial part of its assets;
  - (j) Any act is done or event occurs with respect to the Contractor or its assets, which, under any applicable law has substantially similar effect to any of the foregoing acts or events;

(k) The Contractor (in case of a consortium) has modified the composition of the consortium and/or the responsibility of each member of the consortium without prior approval of SPIC.

#### **11. Termination by SPIC**

11.1 It shall also be lawful for SPIC to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage, which the Contractor may suffer by reason of such termination, by giving the Contractor 15 days notice in writing by SPIC for such termination. Any such termination shall be without prejudice to any other right of SPIC under the Contract.

#### **12. Contractor's right to terminate**

12.1 If the Contractor decides to terminate the Contract before the end of contract period, the Contractor has to give an advance intimation of at least 60 days. If the Contractor terminates the agreement without prior notice of 60 days, then the entire security deposit will be forfeited.

#### **13. Force Majeure Clause**

13.1 If at any time during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as such acts) provided notice of happening of such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Chief Executive Officer of SPIC as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that SPIC shall be at liberty to take over from the Contractor at a price to be fixed by CEO SPIC, which shall be final.

#### **14. Corrupt or Fraudulent Practices**

14.1 SPIC requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of such Contracts. Accordingly, SPIC defines the terms set forth as follows:

- (a) "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 in contract execution; and
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of SPIC, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive SPIC of the benefits of the free and open competition.

14.2 SPIC will reject a proposal for award if it determines that the Contractor has engaged in corrupt or fraudulent practices before, during or after the period of contract; SPIC will hold the Contractor ineligible to be awarded a contract, either indefinitely or for a period of 12 months from the date of declaring the contractor ineligible if it at any time determines that the Contractor has engaged in corrupt and fraudulent practices in competing for, or in executing the Contract.

#### **15. Publicity**

Any publicity by the Contractor in which the name of SPIC is to be used, should be done only with the explicit written permission of SPIC.

#### **16 Disputes & Arbitration**

16.1 SPIC and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If a dispute(s) of any kind whatsoever that cannot be resolved the same shall be referred to the Arbitrator, appointed by the Authorized Officer indicated in Schedule-4. The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

#### **17. Mode of serving Notice**

17.1 Communications between Parties that are referred to in the Contract are effective only when in writing. The tenderer/supplier shall have to indicate an email id of the authorized person along with Technical Bid. For purpose of mitigating the time consumption in processing of various communications, communications from SPIC to the tenderer/supplier will be made to this email id. This clause does not prohibit the right of SPIC to resort to other means of communications. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

17.2 All notices shall be issued by the authorized officer of SPIC unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

18. Governing language : Governing language for the entire contract and communication thereof shall be English only.

19. Law The contract shall be governed and interpreted under Indian Laws.

#### **20. Legal Jurisdiction**

20.1 No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Contractor in any Court of law except the competent Courts having jurisdiction within the local limits of Mumbai only.

#### **21. Stamp duty:**

21.1 The Contractor shall bear and pay any stamp duty and registration charges in respect of the Contract. The contract will be got registered with the concerned authority with jurisdiction in Mumbai.

22. SPIC reserves the right to conclude parallel Rate Contracts with a number of suppliers and place Orders on one or more firms that may be the most economical to it or suitable to its requirements.

23. The Rate Contracts shall be valid for the period of one year from the date of awarding the Contracts. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the RCs concluded on the basis of such rate contract(s). No guarantee can be given as to the minimum or actual services usage.
24. Fall Clause: The prices charged for the stores supplied under the Contract by the supplier shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organization (s) including the SPIC or any Corporation of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders is completed. If at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organization (s) including the Purchaser or any Statutory Undertaking of the State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the SPIC and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.
25. The supplier shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract. I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to SPIC under the contract herein and such Stores have not been offered/sold by me/us to any person(s)/organization (s) as the case may be up to the date of the bill/the date of completion of supplies against this contract at a price lower than the price charged to SPIC.
26. Prices should be quoted on a firm & fixed price basis. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates shall be rejected straight away without any consideration.
27. This tender is non-transferable.
28. Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for, arrive in good condition at the destination.
29. The successful bidder shall have to deliver all the indented consumable items to the consignee's (SPIC, Chandigarh) premises. No additional amount shall be paid on account of Freight/Transportation charges etc. Tenderers have to quote their rates keeping in view this stipulation.
30. The decision of the SPIC shall be final as to the quality of the stores and shall be binding upon the tenderers and in case of any of the articles supplied not being found as per specification shall be liable to be rejected or replaced and any expenses or losses caused to the suppliers shall be borne by the supplier. It will be the responsibility of the supplier to ensure that articles supplied are of the best quality and free from all defects.
31. Item-wise price should be quoted. In case of bundled price, the offer shall be summarily rejected.
32. The inspection of the materials shall be carried out by authorized representative of SPIC at its store.

### **SCHEDULE 3: SCHEDULE OF REQUIREMENTS**

As per details given in Schedule 5

### **SCHEDULE – 4: SPECIFICATION & ALLIED TECHNICAL DETAILS**

1. Proposed validity of the contract – One year. However, the contract will be reviewed and extended after every year subject to the satisfactory services of the firm and on the mutual consent of both the parties.
2. Availability of Tender Documents:
  - a) Place: SPIC Office, EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101 website: spicindia.com and e-Tendering website of Chandigarh Administration: etenders.chd.nic.in.
  - b) Period: up to 07.04.2017
3. Pre-bid Conference: No pre bid conference would be held.
4. Opening of Bids: Technical Bids shall be opened at 12:30 hrs on 07.04.2017 in the office of SPIC , EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101. Date of opening of financial bid shall be decided after technical evaluation of the bid.
5. Method/manner for Submission of Bids – An envelope super-scribing Tender for “Consumables for Card Printer (Zebra ZXP Series 3)” at SPIC, Chandigarh having two envelopes containing Technical Bid and Financial Bid must bear the name and address of the party and shall be addressed to The Chief Executive Officer, SPIC Office, EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101 and must reach by 12:00 hrs on 07.04.2017.
6. Earnest Money Deposit: Rupees Twenty five Thousand (₹ 25,000/-)
7. Performance Security Deposit: Rupees Fifty Thousand (₹ 50,000/-)
8. Validity of Bids: 365 days from opening of technical bid.

**SCHEDULE – 5: FINANCIAL BID (To be submitted in Financial Bid envelope)**

To,

The Chief Executive Officer,  
SPIC Office, EDC Building, Plot No: 20,  
Rajiv Gandhi Chandigarh Technology Park (RGCTP),  
Chandigarh – 160101 .

Sir, With reference to your tender enquiry dated \_\_\_\_\_ for Supply of Consumables for Card Printer (Zebra ZXP Series 3) at SPIC, Chandigarh, I/We quote the rates as given below:

Sr.	Item	Unit Rates	Taxes per unit	Total Price Per Unit	Tentative Qty REQ.FOR A YEAR
1.	YMCKOIN FULL PANEL RIBBON (280 IMAGES/ ROLL) PART NO:800033-340IN	₹	₹	₹	300
2.	YMCKOIN HALF PANEL RIBBON (400 IMAGES/ ROLL) PART NO:800033-347IN	₹	₹	₹	
3.	CLEANING KIT	₹	₹	₹	100
4.	30 MIL PVC PLASTIC CARD (CR80 ISO 7810 FORMAT, TYPE ID-1,2.12" X 3.38" – 54 X 86 MM)	₹	₹	₹	85000

*Note: The above rates shall be inclusive of all applicable taxes. However, they should indicate the rate (s) of VAT/ Local Sales Tax (as may be applicable) and Central Sales Tax. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished.*

I/We have read the tender document and understood all the terms and conditions as indicated in the Schedule-2 for supply of Consumables as listed in Schedule-3 of the tender document.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_



**SCHEDULE - 6: CONTRACT FORM AGREEMENT**

THIS AGREEMENT made on this \_\_\_\_\_ day of .....between M/s\_\_\_\_\_ (Name and Address of the Contractor) (hereinafter referred to as the CONTRACTOR, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and Society for Promotion of IT in Chandigarh (SPIC), EDC Building, Plot No: 20, Rajiv Gandhi Chandigarh Technology Park (RGCTP), Chandigarh – 160101 (hereinafter referred to as SPIC, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Contractor is a goods/service provider.

AND WHEREAS SPIC is a Society under the aegis of Department of IT, Chandigarh Administration. SPIC intends to purchase \_\_\_\_\_ on rate contract basis, therefore, invited bids through Open and advertised e-tender enquiry dated \_\_\_\_\_

WHEREAS the Contractor (successful bidder) submitted his bid vide \_\_\_\_\_ in accordance with the bid document and was selected as successful bidder pursuant to the bidding process and negotiation on contract prices, awarded the Letter of Acceptance (LoA) No.\_\_\_\_\_ to the Contractor on \_\_\_\_\_.

BOTH THE PARTIES HERETO agree to abide the terms and conditions as mentioned in "Schedule-2 (Conditions of Contract) of Tender Document".

\_\_\_\_\_  
(Signature of Authorized Officer of SPIC)  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Seal of the SPIC

Witness:

\_\_\_\_\_  
(Signature of Authorized Representative)  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Seal of the Firm/Company

\_\_\_\_\_  
(Signature )  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
(Signature )  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE - 7: OTHER STANDARD FORMS, IF ANY, TO BE UTILIZED BY THE BIDDERS**

1.	Annexure-1	FORM OF BANK GUARANTEE BOND (To be submitted by the bidder as Earnest Money and by successful bidder as performance security as applicable)
2.	Annexure-2	DETAILS TO BE FURNISHED BY THE BIDDERS (To be submitted by all the bidders in the envelope containing the technical bid.)
3.	Annexure-3	DETAILS OF THE SIMILAR TYPE OF SERVICES PROVIDED BY THE BIDDER DURING LAST 3 YEARS (To be submitted by all the bidders in the envelope containing the technical bid.)
4. 5	Annexure-4 Annexure-5	DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS (To be submitted by all the bidders in the envelope containing the technical bid.) Declaration

**ANNEXURE –1 OF SCHEDULE 7**

**FORM OF BANK GUARANTEE BOND**

1. In consideration of Society for Promotion of IT Chandigarh (hereinafter called SPIC) having agreed to exempt \_\_\_\_\_ (hereinafter called the said Contractor(s) ) from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called the said Agreement of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, \_\_\_\_\_ (hereinafter referred to as the bank ) ( indicate the name of the bank) at the request of \_\_\_\_\_ [(Contractor (s) do hereby undertake to pay SPIC an amount not exceeding Rs. \_\_\_\_\_ against any loss or demand caused to or suffered or would be caused to or suffered by SPIC by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement.
2. We \_\_\_\_\_ do hereby undertake to (indicate the name of the bank) pay the amounts due and payable under this guarantee without any demur, merely on a demand from SPIC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by SPIC by reason of breach by the said Contractor (s) of any of the terms or conditions contained in the said Agreement or by reasons of the Contractor (s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....
3. We, undertake to pay to SPIC any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) / Supplier (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) / Supplier (s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree that the Guarantee herein contained (indicate the name of Bank) shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of SPIC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the authorized officer of SPIC (General Service Department) certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this guarantee thereafter.

5. We further agree with SPIC that SPIC Shall (indicate the name of Bank) have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time to performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SPIC against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act or commission on the part of SPIC or any indulgence by SPIC to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor (s).
7. We, ..... lastly undertake not to revoke this guarantee during (indicate the name of bank) its currency except with the previous consent of SPIC in writing.

Dated the.....day of.....20

For .....  
(indicate the name of bank)

**ANNEXURE-2 OF SCHEDULE 7**

**DETAILS TO BE FURNISHED BY THE BIDDERS**

1. Name of the Firm/Company:
2. Class of Registration with validity date:
3. Value of Registration:
4. Address for Communication:
5. Telephone No.:
6. E-mail:
7. Details of Proprietor/Partner/Director :
8. Annual Turnover of the Firm/Company during previous three Financial Years (Certified copies of audited Balance Sheet to be submitted):

Name	Address	Qualification and Experience
Financial Year	Annual Turnover (Rs)	Copies of audit Balance Sheet enclosed (Yes/No)
Previous Financial Year (Y-1)		
2nd Previous Financial Year (Y-2)		..
3rd Previous Financial Year (Y-3)		

9. PAN, TIN Number of the Firm/Company:
10. VAT Registration/TIN No.:
11. EMD Draft Number/Date & Name of the Bank:

This is to certify that the above facts are true complete and correct to the best of my knowledge and belief. Further, it is certified that I/We have read and understood the terms and conditions of the Tender Notice.

I/We give an undertaking and give our unconditional and unequivocal acceptance of all terms and conditions of the Tender and agree to abide by these terms and conditions.

Name and Signature of the Firm/  
Company Seal of the Firm/Company

Dated:  
Place:

**ANNEXURE -3 OF SCHEDULE 7**

**DETAILS OF THE SIMILAR WORK/CONTRACT/SUPPLIES PROVIDED BY THE  
BIDDER DURING LAST 3 YEARS**

Name of the Bidder:

Year	Name of the Client with full address	Value of Contract	Remarks
2015-2016			
2014-2015			
2013-2014			

Note: - The turnover amount should be certified and audited by CA of firm and separate sheet should be enclosed

Signature of Bidder \_\_\_\_\_

Name & Address of Bidder \_\_\_\_\_

Seal of the Firm/Company

**ANNEXURE-4 OF SCHEDULE 7**

**DECLARATION REGARDING BLACK-LISTING AND/ OR LITIGATIONS**

I/we hereby declare that our firm/agency is not black-listed by any Ministry or Department of Central Government/State Government or PSU or other bodies under the Central Government/State Government. I/we further declare that no criminal case is registered or pending against the firm/company or its owner/partners/directors anywhere in India.

Date the ..... day of ..... 201

Signature of Bidder\_\_\_\_\_

Name & Address of Bidder\_\_\_\_\_

Seal of the Firm/Company

**ANNEXURE 5 OF SCHEDULE 7**

**DECLARATION**

From,

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To,

The Chief Executive Officer,  
SPIC Office, EDC Building, Plot No: 20,  
Rajiv Gandhi Chandigarh Technology Park (RGCTP),  
Chandigarh – 160101 .

Dear Sir, I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

I/We further undertake that none of the Proprietor/Partners/Directors of our firm was or is Proprietor or Partner or Director of any other firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the CEO- SPIC immediately after any such information comes to our notice, but in any case not later than 15 days from the date such information comes to notice.

Yours faithfully, (Signature of the Tenderers)  
Name:  
Designation with Seal of the Firm  
Dated.