## OFFICE OF THE COMMISSIONER OF STATIONERY AND PRINTING, CHENNAI-600 002.

LIMITED TENDER NOTICE FOR INTERNAL SHIFTING OF SWIFT MACHINE, FOUR CLAMP BINDING MACHINE AND JOTHI MACHINE AT GOVERNMENT BRANCH PRESS, MADURAI-7.

#### Commissionerate No. W3/ 34799/2021-11

Sealed tenders are invited from the Manufacturer, Authorized Dealers and Reputed firms as detailed below by the General Manager, Commissionerate of Stationery and Printing, 110, Anna Salai, Chennai-600 002 for and on behalf of the Governor of Tamil Nadu. This tender is governed by the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Rules made there under.

S.No	Scope of Work	No of Job
1)	Internal shifting of swift Machine, Four clamp binding Machine and jothi Machine at Government Branch Press, Madurai-7	1

2. The date, time, etc., upto which sealed tenders would be received are as under:-

(a) Tender accepting authority : Commissioner of Stationery and

Printing, Chennai-2.

(b) Last date for receipt of tender : Up to 3.00 P.M. on: 10.03.2022

(c) Date of opening of tender : At 3.30 P.M. on 10.03.2022

(d) Place of opening of tender : Commissionerate of Stationery and

Printing, No.110, Anna Salai,

Dated: 28.02.2022.

Chennai 600 002.

(e) Place of Work : Branch Manager,

Government Branch Press,

Madurai-7

#### **INSTRUCTION TO THE TENDERERS**

- 1.1 Tenders has been invited under two bid system i.e. Technical Bid and Price Bid. The interested firms are advised to submit two separate sealed envelopes super scribing Envelope-A "Technical bid for internal shifting of swift Machine, Four clamp binding Machine and jothi Machine at Government Branch Press, Madurai-7 to be opened on 10.03.2022 and "Price bid for internal shifting of swift Machine, Four clamp binding Machine and jothi Machine at Government Branch Press, Madurai-7
- 1.2. The late / delayed tender shall not be accepted after due date and time of submission of tender. The Commissionerate of stationery and Printing chennai-02 will not be responsible for the postal loss / delay.
  - 1.3. The conditional bid shall not be considered and will be out rightly rejected in very first instance.
  - 1.4 All the pages of tender documents should be signed. with firm seal.
  - 1.5. The technical bids shall be opened on the scheduled date and time on 10.03.2022 at 3.30 p.m. in Commissionerate of Stationery and Printing, 110, Anna Salai, Chennai-600 002 by the Committee appointed for the purpose by the Commissioner in the presence of the representatives of the tenderers, if any, who wish to be present on the spot at that time.
  - 1.6. The tenders which are not accompanied with one percent EMD or with a deposit of less than 1% will summarily be rejected.
  - 1.7. The Price bid of only those tenderers will be opened whose Technical bids are found in order. The date for opening of Price bids shall be intimated separately. The Committee appointed for the purpose by the Commissioner in the presence of those tenderers who may choose to be present shall open the Price bids.
  - 1.8. The Commissioner of Stationery and Printing, 110, Anna Salai, Chennai-600 002 reserves the right to accept or reject in part or in full any or all the tenders at any stage without assigning any reason thereof. In case, the tender is submitted by the authorized representative of the tenderer, then the tender shall be signed and submitted by authorized representative under legal power of attorney from the tenderer.
- 1.9. The successful bidder shall be required to furnish security deposit of 5% in form of Demand Draft in favour of "The Commissioner of Stationery and Printing, 110, Anna Salai, Chennai-600 002", within a week after the award of contract.
- 1.10 The machines to be internal shifting can be seen at the Government Branch Press, Madurai-7 during the office hours between 11.00 a.m. to 5.00 p.m.

#### **Earnest Money Deposit:**

- 1.11 The tenders should also be accompanied with a tender deposit (hereinafter called the Earnest Money Deposit) of 1% (one percent) for the total value relocated Work quoted.
- 1.12. The EMD @1% of the quoted value to be drawn, in the form Demand Draft / Banker's Cheque on any nationalized Bank/ scheduled Bank payable at Chennai in favour of the "Commissioner of Stationery and Printing, Chennai-2"
- 1.13. No request for transfer or adjustment of any previous deposit towards EMD will be entertained.
- 1.14. In case of unsuccessful tenderer, EMD (without any interest) will be returned to them after settlement of tenders.

#### **EMD EXEMPTION**

1.15. SSI / MSME Units registered in the Manufacture of relevant trade with Director of Industries and Commerce (Tamil Nadu) and NSIC are exempted from paying EMD, against the production of a copy of the acknowledgement obtained from the General Manager, District Industries centre concerned for filing of the Entrepreneurs Memorandum Part-II. / Udhyog Aadhaar Memorandum/Udhayam registration.

#### **TENDER CONTRACT PERIOD**

- 2.1 On acceptance of the tender, the successful Tenderer shall complete the work within 3 months or as specified in the work order.
- 2.2 The successful tenderer shall execute an agreement in the prescribed format in a Non judicial stamp paper of Rs.100/- within 5 days from the date of receipt of the intimation from the Commissioner of Stationery and Printing, Chennai-600 002 for the faithful performance of the contract.
- 2.3. The draft agreement form may be seen at the office of the Commissionerate of Stationery and Printing, Chennai.

#### **Eligibility Conditions:**

2.4. The firms shall furnish the following documents with the Technical bid for the internal shifting of swift Machine, Four clamp binding Machine and jothi Machine at Government Branch Press. Madurai-7 for evaluation.

- 2.5. The tenders should be accompanied with a Earnest Money Deposit of one percent in the form of Demand Draft in favour of Commissioner of Stationery and Printing, Chennai-600 002.
- (i) Proof of Manufacturer/ Authorized dealer/ Authorized channel partner if claimed.
- (ii) Covering letter with details of Description of work that will be carried out for relocating the machine (See Page No.1)
- (iii) Proof of GST Number (GST Registration copy should be enclosed.)
- (iv) An undertaking to the effect that firm had not been blacklisted / terminated & debarred by any Government / semi Government organization. (Annexure A)
- (v) Details of past experience of providing similar services during the past one year
- (vi) Copy of PAN Card to be attached.
- (vii) It return for the Annual year 2021-2022
- (viii) GSTR-3B to be furnished.

#### **GENERAL CONDITIONS:**

- 3.1. EMD of the unsuccessful tenderers will be released, without any interest after finalization of the contract.
- 3.2. The EMD shall stand forfeited if a bidder withdraws or amends the bid / tender or in case successful bidder fails to sign or accept the work contract within the stipulated period. No interest will be payable on this amount. The EMD shall also stand forfeited in the event of premature withdrawal of the tender(s) by any of the tenderers.
- 3.3. Commissioner of Stationery and Printing reserves the right to accept or reject any tender, in whole or in part thereof, without assigning / specifying any reason thereof.

#### **SECURITY DEPOSIT**

3.4. The successful tenderer will also be required to remit a Security Deposit of 5% of the value of the tender accepted, in the form of Bankers Cheque / Demand Draft drawn on any Nationalized Bank / scheduled Bank in favour of "Commissioner of Stationery and Printing, Chennai-2".

3.5. The Security Deposit made by the bidder shall be refundable after successful completion of the contract and after the adjustment of the amount if any due to the Office of the Commissionerate of Stationery and Printing.

#### FORFEITURE OF EMD AND SD

- 3.6. In case if the approved contractor fails or refuses to observe, perform, fulfill and keep up any one or all the conditions stipulated in the agreement to be executed after the acceptance of tender, the EMD and the Security Deposit furnished will be forfeited to the Government.
- 3.7. The EMD is liable to be forfeited to the Government if the tenderer withdraws the tender after acceptance by this Department.
- 3.8. If the work order are not effected by the selected tenderer in accordance with the work order the EMD and Security Deposit furnished will be forfeited to Government.
- 3.9. If the tenderer fails to execute the agreement within the specified date, the EMD and Security deposit paid by the tenderer will be forfeited to the Government.
- 3.10. The EMD and SD will not be returned to the contractor, while the contract is in force.

#### PRICE

- 3.11. Tenderers are required to quote their rate in Indian Rupees only.
- 3.12. Rate shall be quoted for internal shifting of the machine giving breakup for basic rate and applicable GST.
  - The price quoted shall be valid for a period one year from the date of entering into contract with Commissionerate of Stationery and Printing, chennai-2
- 3.13 The fact regarding exemption of GST should be mentioned clearly in the Price bid specifically.

#### **TDS ON GST**

- 3.14. As per section 51 of the TNGST Act 2017 where the total value of such supply under a contract exceeds two lakh and fifty thousand rupees, Tax Deducted at source (TDS) will be made in the following rates:-
- (a) One percent for State GST on such payment made or credited for supplies within the state

- (b) One percent for Central GST on such payment made or credited for supplies within the state
- (c) Two percent for integrated GST on such payment made or credited for inter-State supplies.
- 3.15. I.T TDS on Work Contract : 2% percent will deducted as per income Tax

  Act section 194C

#### **COMMUNICATION OF ACCEPTANCE**

4.1. The acceptance of the tender by the tender accepting authority will be communicated by a letter of acceptance (work order) by post / e-mail / fax / in person with proper acknowledgement.

#### **WORK ORDER:**

- 4.2 The selected tenderer must ready to take the work of relocating the Machine in receipt of the work order immediately.
- 4.3. Work done will be accepted after ascertaining its suitability by the Branch Manager, Government Branch Press, Madurai-7
- 4.4. The tenderer must ensure to complete the relocating the machine work within the due date and as per our requirement.

## 5.1.THE COMMISSIONER OF STATIONERY AND PRINTING, CHENNAI-600 002 RESERVES

- (1) the right to reject all or any of the tenders without assigning any reason.
- (2) to split up the tender as he deems necessary.
- (3) to negotiate with the L1 Tenderer before entering into agreement, as provided in rule 29(3) of the Tamil Nadu Transparency in Tender Rules, 2000.
- (5) If the performance of the firms in the previous tenders is not satisfactory, the Commissioner of Stationery and Printing has the powers to reject the tender.

#### **FAILURE AND TERMINATION**

5.2. In case of delay, neglect or refusal on the part of The contractor to execute the work ordered for without prejudice to the right of the tender

- accepting authority may recover damages for breach of contract after giving a notice.
- b) Termination for default is said to have occurred if the successful tenderer fails to execute the contract within the time period specified in the work order.

#### **PENALTY**

5.3. Penalty at Rs.50/- per day of delay in completion of the work for the first ten days and thereafter Rs.100/- per day. After 30 days the work order will be cancelled.

#### **5.4.PAYMENT UNDER THE CONTRACT**

- (a) No request for advance payment shall be accepted.
- (b) All bills for work order completion will be admitted for payment only after the satisfactory completion of the work certified by the Branch Manaer, Government Branch Press, Madurai-7

#### **INDEMNITY CLAUSE**

- 5.5. If at times during the continuance of the agreement/ contract, it becomes impossible by reason of war or war like operation, epidemical sickness, pestilence, earthquake, fire, storm or floods, the firm shall during continuance of such contingencies, not to be bound to execute the contract as per the agreement.
- 5.6. The work order shall be resumed immediately after the contingency/contingencies have ceased or otherwise determined and the successful tenderer's obligation shall continue to be in force for correspondingly extended period after the resumption of execution.
- 5.7. The successful tenderer must inform The Commissioner, Stationery and Printing, by registered post or by any other means about such act at once. In the event of delay lasting over 7 days, if arising out of cause of Force Majeure, the Commissioner of Stationery and Printing reserves the right to cancel the contract without any compensation.

#### LAW GOVERNING THE CONTRACT

- 5.8. In respect of any Tender condition, the decision of the Commissioner of Stationery and Printing, Chennai-600 002, shall be final and binding.
- 5.9. In the event of any dispute or difference arising during the subsistence of the contract touching any clause matter, or thing herein contained or the operation or construction hereto or the rights, duties, or liabilities of either party under or in connection therein then and in every such case except where herein otherwise stated that the decision of the Secretary to Government of Tamil Nadu of the concerned Administrative Department upon such dispute or difference shall be final and conclusive as against any binding upon each of the parties here to.

The courts at Chennai alone shall have jurisdiction to decide any disputes arising out of or in respect of this contract.

Last Date of Submission of Tender Form: 10.03.2022 upto 3.00p.m. Date of Opening of Tender(Technical Bid): 10.03.2022 at 3.30p.m.

General Manager,
O/o. Commissionerate of Stationery and Printing,
(Tender Inviting Authority)

SIGNATURE OF THE TENDERER WITH SEAL

### <u>ANNEXURE – A</u>

# DECLARATION THAT THE TENDERER HAS NOT BEEN BLACKLISTED / DEBARRED

CERTIFIED THAT				/ THE FIRM / COMPANY/ PARTNERSHIP							
OR ANY	OTHER	FIRM /	COMPANY	IN	WHICH	THE	TENDERER	IS	A P	ARTNEF	₹ /
SHAREHOI	LDER WA	AS NOT BI	LACK LISTED	ву т	AMIL NA	DU G	OVERNMEN'	T OR	GOV	/ERNME	ENT
UNDFRTAI	KING OR	ANY OTH	HFR GOVERN	MFN	IT FARLIF	R.					

SIGNATURE OF THE TENDERER