## Invitation

For

## **Empanelment of Vendors**

for

IT and IT Related Goods and Services (Hardware, Software, Networking etc.)

for

Telangana State Technology Services Ltd.



#### **Proprietary & Confidential**

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## **Telangana State Technology Services Limited**

## Newspaper Advertisement

## **Empanelment of Vendors**

for

IT and IT Related Goods and Services (Hardware, Software, Networking etc) for Telangana State Technology Services Ltd.

## Time schedule of various Empanelment related events:

Empanelment calling date	30-09-2016			
Pre-empanelment meeting	04-10-2016, 12 Noon			
Applications for empanelment	14-10-2016			
will be received from				
Empanelment registration /	Rs.500/- (DD in favor of "MD, TSTSL",			
processing fee per each item	Hyderabad			
Email id	mngdirector-tsts@telangana.gov.in;			
	srinivasrao.t@telangana.gov.in			
	kalabhashini.k@gov.in			
TSTS Contact person	K. Kalabhashini, 9963029406			
TSTS Reference No.	TSTS/VEMP/5001/2016			

For further details regarding detailed Notification and digital certificate please visit <a href="http://www.tsts.telangana.gov.in">http://www.tsts.telangana.gov.in</a>

Sd/-Managing Director

## 1 About TSTSL

Telangana State Technology Services provides consultancy services

- To assist Government Departments, Government Companies/Corporations, Government Aided Bodies/Institutions in the purchase of modern office equipment including computer hardware
- To assist in preparation of site and installation of all such equipment and hardware, to undertake maintenance and repairs of hardware and undertake to supply of spares wherever found necessary;
- To aid adoption of innovations in reprographic technology and assist in acquisition and maintenance of equipment
- · Training of personnel required
- To provide services to operate the systems;
- To assist in acquisition, maintenance and use of any other technological aids to administration
- To aid development, purchase and maintenance of word processors and other mechanical and electronic devices.
- To undertake development of software appropriate to the needs of user agencies and generally deal in purchase/sale/exchange of software; to undertake research and development in software.

For meeting the above requirements above, TSTSL adopts any one of the following methods of procurement based on the nature of requirement.

- Rate Contract (RC)
- Limited Tenders through Empanelment of Vendors
- Promotion of Innovative products & Solutions
- PPP Methods
- Open competitive Bid
- Special Provisions for Procurement

## 2 About Limited Tender Procedure

TSTSL receives indents from various government departments/institutions/organizations for procurement of IT and IT Related Goods and Services (Hardware, Software, Networking etc.).

If the requested items are not available under rate contract and the estimated cost of requirement is less than or equal to Rs. 50 Lakhs, tenders will be invited from empanelled/registered vendors of TSTSL for that category.

The limited tender procedure contains two stage tendering systems i.e. technical and financial stages.

In these stages sequential system of evaluation will be followed, i.e. product/ services which is being evaluated must pass through first step, before it could be considered for second step and so on, i.e., a product/service which does not qualify at first step, will not be considered for second step evaluation and the second step bid contents (financial part) will be of no consequence irrespective of its value/competitiveness.

## 3 Vendor Registration/Empanelment Process

- a) TSTS undertakes the empanelment process by issuing this open notification clearly specifying categories of products and services for which empanelment is being sought with the pre-qualification criteria for each category of products and services.
- b) This notification issued will be effective for a period of 3 years or until a further notification is issued whichever is earlier.
- c) The notification issued is open and interested vendors can apply at any time duly following the procedures mentioned in this document.
- d) Vendor should carefully read the complete document and amendments issued, if any, to this document before applying.
- e) After receiving application from the interested vendor(s), they will be examined w.r.t. terms and conditions laid down in this document. Notification will be issued to the successful vendors for the goods or services for which they are empanelled.
- f) The panel of vendors so prepared, shall be effective for a period of 3 years from the date of this notification or until a further notification is issued whichever is earlier.
- g) This vendor registration/empanelment is purely for the purpose of meeting TSTSL procurement requirements through limited tender process. It is not a credential for participating in other tenders/getting orders from any other organizations.

## 4 General instructions to Applicants

#### 4.1 General Eligibility

- a) This invitation for proposals is open to all firms within India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting terms and conditions mentioned in this document.
- b) Any vendor can get registered and empanelled at any time throughout the year. All those firms which are registered and confirmed shall be entertained for various queries of limited tenders.
- c) In general, limited tender invitation will be through e-procurement portal except for some specific cases. Hence, vendors must have digital keys and should be registered with GoTS e-Procurement portal. Vendors not registered with GoTS eprocurement portal are not eligible for empanelment.
- d) Vendors marked/considered by TSTS to be ineligible to participate for nonsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- e) Breach of general or specific instructions for empanelment, general and special conditions of any contracts, purchase/work orders with TSTS or any of its user organizations may make a firm ineligible to participate in the process.
- f) Vendors who are under blacklist during empanelment process by any Central or State Govt. / Quasi -Govt. Departments or Organizations for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- g) After empanelment with TSTSL, incase vendors blacklisted by any Central or State Govt. / Quasi -Govt. Departments or Organizations for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices; they shall not be eligible to participate in TSTSL tenders till such time that they are out of blacklist.

#### 4.2 Empanelment forms

a) Wherever a specific form is prescribed in the document, the vendor shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. b) For all other cases the vendor shall design a form to hold the required information.

#### 4.3 Cost of proposal submission

- a) The vendor shall bear all costs associated with the preparation and submission of its proposal, and TSTS will in no case be responsible for those costs, regardless of the conduct or outcome of the empanelment process.
- b) Vendor is expected to examine all instructions, forms, terms, and specifications in the documents. Failure to furnish all information required by the documents or to submit a proposal not substantially responsive to the documents in every respect will be at the vendor's risk and may result in the rejection of its proposal.
- c) The application process fee for each item is to be submitted as specified in this document. The application processing fee is not refundable.

#### 4.4 Security Deposit for Empanelment

- a) The vendor shall furnish security deposit as specified in the invitation notice.
- b) The proposal security is required by TSTS to:
  - Assure that empanelled vendor responds to limited tender calls regularly.
  - Assure that empanelled vendor's continued interest to participate in the limited tender till supply of items, incase tender gets awarded.
  - Assure that empanelled vendor provides proper service/repair support during the warranty/maintenance period of the supplied items as per terms and conditions of the purchase order.
- c) The empanelment proposal security deposit shall be in Indian Rupees and in the form of Demand Draft only drawn in favor of "MD, TSTSL" payable at Hyderabad.
- d) All the vendors have to obtain the receipt for the security deposit paid towards empanelment. The Original receipt has to be produced for refund of the same whenever the vendor wishes to withdraw from empanelment or expiry of the empanelment.
- e) Unsuccessful vendor's proposal security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of proposal validity prescribed by TSTS.
- f) The successful vendor's proposal security will be discharged only upon a written request by the vendors for withdrawing from the empanelment.

#### 4.5 Manufacturer's Authorization Form (MAF)

- a) The Vendors have to submit the Manufacturing Authorization Form with date of issue for the products to be empanelled exclusively addressed to MD, TSTS for each Item/Product. Without MAF their proposal will not be considered. (Product Name should be mentioned clearly)
- b) Vendors can submit Multiple MAFs for the same item.

#### 4.6 Clarification of Empanelment documents

- a) TSTS will conduct pre-empanelment meeting with prospective applicants on the date mentioned in notification. Clarifications on the terms and conditions written in this document or any suggestions/modifications can be discussed during the meeting. Written representations, if any, to be submitted on or before the evening of same day.
- b) After examining all the representations, amendments if any will be issued to this document and will be hosted in TSTS website.
- c) No clarification from any vendor shall be entertained after pre-empanelment meeting date for seeking clarification mentioned in proposal notice. All communication regarding empanelment will be hosted in TSTS Website (http://www.tsts.telangana.gov.in). It is further clarified that TSTS shall not entertain any correspondence regarding delay or non -receipt of clarification from TSTS.

#### 4.7 SMEs and Startup Firms

- a) In view of the State Reorganization 2014 act, all SMEs & Startup Companies are also need to register/empanel a fresh.
- b) SME registration will follow as per the GO Rt. No. 223, dated 31-08-2010 of ITE&C Department. However the existing SME registration will be null and void once this process is complete. The SME has to submit the Form-F4 & Startup firms has to submit the Form -F5 specified
- c) Similarly, Startup firms also shall go for fresh registration as described below:
- d) To encourage the startup companies for participation in limited inquiries for small scale projects / works around a value of Rs. 10 lakhs with the following conditions and the startup company shall:

- Be a company registered with Registrar of Companies for at least 3 months by the time of making the application for registration
- Have manpower strength of minimum of 10+ technical staff
- Have a firm address & contact details including URL
- Have a domain area service / category
- Registration / processing fee of Rs 500/- with support documents

#### 4.8 Preparation of empanelment proposal

- a) The applicant should clearly read all the pages of the document and amendments issued if any before filing the application.
- b) Correct/relevant information / data have to be furnished by the vendors.
- c) The applicant should make sure before applying for a particular type of Category, that the vendor/firm has the required eligibility criteria & experience for that category of work/ item.
- d) Service providers / Suppliers seeking for empanelment shall have to pay the requisite empanelment registration / processing fee specified for each item in the form of DD, in the name of MD, TSTSL, along with the application form..
- e) Applications incomplete in any respect, viz. non-submission of any required document or information, or fee in requisite amount are liable for rejection.
- f) The following essential documents (whichever is applicable) should accompany with the application form:
  - CST / VAT / TIN No / Service Tax Registration Certificate
  - Trade License; Factory License
  - Income tax Permanent Account No. (In the name of firm if not a proprietorship firm
  - Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc.
  - Audited balance sheet or Profit & loss account for last three years. Or else, Annual turnover certificate for last three years duly certified by a CA firm.
  - ISO certification if any.
  - Self declaration from competent authority of the vendor company that the vendor has not been black listed by any institution of the Central/ State Government / PSU/Autonomous Bodies, Universities, etc. submitted in his/her own format.
  - For Electrical work & Civil work the relevant certificate to be enclosed and Labor License to be enclosed for Civil and Electrical Contractors.
- g) TSTS may ask the registered vendor/contractor to submit any other certificate from time to time as it may deemed fit.

- h) Service Centers: List of service centres available in Telangana State to be provided. Bidders not enclosing the service centre details will be rejected. For authorized distributor / OEM centers the vendor shall produce a copy of the valid agreement / undertaking from authorized distributor / OEM.
- i) The Service Centre in major cities of TS are required for the HW, Networking and infrastructure vendors only.

#### 4.9 Submission of Empanelment proposals

- a) The vendors shall seal the proposal in envelopes, duly marking the envelopes as "Proposal for Empanelment for the item ......", to be addressed to the TSTS at the address given in the invitation; Vendor has to submit separate application for each category and in separate sealed cover.
- b) The outer envelopes shall clearly indicate the name, address and contact number of the vendor to enable the proposal to be returned unopened in case it is declared "late".
- c) If the outer envelope is not sealed and marked as required above, TSTS will assume no responsibility for the proposal's misplacement or premature opening.
- d) Proposal shall be submitted at

Telangana State Technology Services Ltd. C-Block, 1<sup>st</sup> Floor, BRKR Bhavan, Tankbund Road, Hyderabad-63

## 4.10 Evaluation of Proposals

The proposal documentation shall be evaluated in two steps.

- a) Firstly, the documentation furnished by the vendor will be examined prima facie to see if the technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of TSTS.
- b) In the second step, TSTS may ask vendor(s) for additional information, visit to vendors site and/or arrange discussions with their professional, technical faculties to verify claims made in proposal documentation.
- c) Past track record of vendor in supply/ services and
- d) Any other specific criteria indicated in the tender call and/or in the specifications.

#### 4.11 TSTS' right to accept any proposal and to reject any or all proposals.

a) TSTS reserves the right to accept or reject any proposal, and to annul the empanelment process and reject all proposals at any time prior to award of

empanelment, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such decision. The decision of TSTS in respect of registration of parties for various categories of work / items shall be final & binding on all concerned registered firms / vendors in the panel of TSTS.

b) TSTS has all the rights reserved to add / delete / alter any of the items and to amend / add any of the terms and conditions included in the registration granted to firms with effect from any date, without assigning any reason(s) for the same.

#### 4.12 Notification of Empanelment

TSTS will notify the successful vendor in writing that its application has been accepted, and the empanelment is valid for the specified period as mentioned.

#### 4.13 Debar from empanelment for Default:

- a) Default is said to have occurred: if the vendor fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by TSTS or if the vendor fails to perform any other obligation(s) under the Limited Tenders.
- b) If vendor does not respond to the limited tender enquiry/or quotation for TSTS for 5 sequential enquiries (even fail to submit regret letter).
- c) All disputes in this connection shall be settled in the jurisdiction of Hon'ble High Court of Telangana.

#### 4.14 Corrupt, fraudulent and unethical practices

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of empanelment.
- b) "Fraudulent practice" means a misrepresentation of facts in order to influence empanelment process to detriment of the TSTS, and includes collusive practice among Vendors (prior to or after proposal submission) designed to establish proposal at artificial non-competitive levels and to deprive the TSTS of the benefits of free and open competition:
- c) "Unethical practice" means any activity on the part of vendor which tries to circumvent empanelment process in any way.
- d) TSTS will reject a proposal for award and also may debar the vendor for future proposal in TSTS, if it determines that the vendor has engaged in corrupt, fraudulent or unethical practices in during empanelment process.

# 5 General Terms & Conditions for empanelled vendors (for participating in tender enquiries).

The following terms and conditions are applicable for the empanelled vendors while participating in limited tenders in addition to the terms and conditions mentioned in respective tender documents and amendments there on. In the event of any ambiguity or conflict between the terms and conditions, the chronological order of precedence shall be the order in which latest document shall prevail over all the previous documents.

- a) The said registration qualifies a particular vendor for consideration for issue of tender notification in case of Limited Tenders for relevant category only for which vendor is registered / empanelled. However, this will not give any claim to the vendor for award of work / purchase order.
- b) Vendors once empanelled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of TSTS and keep the TSTS informed of new products/ developments / innovative ideas that shall help reduce the cost and improve quality, reliability, etc.
- c) Mode of Payment for all limited tenders: All payments will be made through Cheque/RTGS/NEFT/ Treasury/PAO EFMS.
- d) In case, if empanelled vendor is found in breach of any terms & condition(s) of TSTS or supply/work order, at any stage during the course of supply / installation or warranty period, the legal action ,as per rules/laws, shall be initiated against the vendor and Security Deposits shall be forfeited by TSTS, besides debarring and blacklisting the vendor concerned for at least three years for further dealings with TSTS.
- e) The vendor should not assign or sublet the empanelment or any part or it to any other vendor in any form. Failure to do so shall result in termination of empanelment.
- f) The empanelled vendor shall indemnify the TSTS and user departments against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof. TSTS / User department stand indemnified from any claims that the vendor's manpower may opt to have towards the discharge of their duties in the fulfillment of the purchase orders.
- g) The empanelled vendors are relaxed from submission of Ernest Money Deposit (EMD) and Performance Security while submitting their bids in response to the limited tender enquiries/while taking orders. For any defaults by the empanelled vendor during the tendering/evaluation/execution of given order, the penalty amount will be deducted from the amounts payable to the vendor by TSTS. If

payable amount to vendor is not available, the vendor has to pay such amount to TSTS. Failing to do so, the applicable penalty will be deducted from the security deposit and vendor will be debarred from participating in further tenders till he recoups the security deposit.

- h) The security deposit may be adjusted for the defaults made by empanelled vendor as detailed below:
  - 2% of estimated cost of tender requirements if empanelled vendor withdraws his proposal during the period of proposal validity ie. After bid submission due date &time to end of bid validity period.
  - ii. 2% of quoted value in the case empanelled vendor is successful vendor and fails to sign the contract in time or to furnish performance security in time. Not signing the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event TSTS may make the award to another bidder or call for new bids.
  - iii. 10% of contract/purchase order value for
    - i. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension there of granted by the TSTS or
    - ii. if the Vendor fails to perform any other obligation(s) under the Contract or
    - iii. if the Vendor, in the judgment of the TSTS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### 5.1 Opening of bids:

- a) The bid opening and evaluation process will be sequential in nature. Means that bidder must qualify a particular stage to be eligible for next stage. Immediately after the closing time, TSTS contact person shall open the technical bids in front of the bidders' representatives and list them for further evaluation. Financial bid covers shall be listed and put into a bag to be sealed according to TSTS procedure. The sealed bag of financial bids shall be in custody of a designated officer for opening after evaluation of technical bids. Financial bids of those bidders will be opened who are short listed in technical evaluation.
- b) In case of composite bid technical and financial bids combined together, first technical evaluation will be done followed by financial evaluation of only those bids, which have qualified in technical evaluation.
- c) Any participating vendor may depute a representative to witness these processes.

- d) The standard procedure, described here will stand appropriately modified, in view of special procedures of bid evaluation as mentioned in tender call or elsewhere in this bid document or TSTS may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.
- e) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the TSTS officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
- f) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

#### 5.2 Preliminary examination of bids:

- a) Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the vendor does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- c) TSTS may waive any minor informality, nonconformity 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.
- d) Prior to the detailed evaluation, TSTS will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
- e) If a bid is not substantially responsive, it will be rejected by TSTS and may not subsequently be made responsive by the bidder by correction of the nonconformity.

## 5.3 Clarification of the bidding documents:

During evaluation of the bids, TSTS may, at its discretion, ask the bidder for clarification of its bid.

#### 5.4 Schedule wise evaluation:

- a) Bid evaluation is schedule wise. All schedules are independent with respect to each other and there are not interrelated.
- b) Bidder can participate in one, more than one or all the schedules for which he is qualified.
- c) Bid evaluation is for entire schedule. Bidders should offer prices for all the items of that schedule and for full quantity of an item in the schedule failing which such bid will not be considered.
- d) Technical bid documentation should be in the prescribed format. If a vendor has any comment to offer about the procedural aspects of this tender, it should be intimated to TSTS at the earliest after receiving the tender invitation. In case the schedule or procedure of tender processing is revised, the same shall be communicated by telephone, fax, courier or email as the case may be.

#### 5.5 Technical bid evaluation:

Technical bid documentation shall be evaluated in two sub-steps. Firstly, the documentation furnished by the vendor shall be examined prima facie to see if the product /services offered, technical skill base and financial capacity and other vendor attributes claimed therein are consistent with the needs of this project. In the second step, TSTS may ask vendor(s) for additional information, demonstration of the offered products/features, visit to vendors' site and/or arrange discussions with their professional, technical faculties to verify claims made in technical bid documentation.

#### 5.6 In lab proof of concept:

The in lab proof of concept on demand may be organized either in TSTS or in the vendor's lab by mutual discussion. In case, it is organized in TSTS lab, TSTS would make available generic hardware for this purpose. Application specific hardware and software will have to be brought in by the vendor.

#### 5.7 Field demonstration:

If required, bidder, on demand, should be able to demonstrate functional

requirements as described in the specifications.

#### 5.8 Evaluation of financial bids:

Financial bids of those vendors who qualified in technical stage will only be opened. All other financial bids will be ignored. TSTS will assess the nature of financial offers and may pursue any or all of the options mentioned under financial bid, TSTS may at its discretion discuss with vendor(s) available at this stage to clarify contents of financial offer.

#### 5.9 Evaluation and comparison of financial bids:

Evaluation of financial bids will exclude and not take into account any offer not asked for or not relevant to the present requirements of user.

Evaluation of financial bid will take into account, in addition to the basic bid price, one or more of the following factors.

- a. The projected costs for the entire contract period;
- b. Past track record of bidder in supply/ services and
- c. Any other specific criteria indicated in the tender call and/or in the specifications.

#### **5.10 Contacting TSTS**

- 1. Bidder shall not approach TSTS officers out side of office hours and / or out side TSTS office premises, from the time of the tender call notice to the time the contract is awarded.
- Any effort by a bidder to influence TSTS officers in the decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's offer and bidder may also be marked as ineligible for future bids. If the bidder wishes to bring additional information to the notice of the TSTS, it should do so in writing.

#### 5.11 TSTS' right to vary quantities at time of award:

TSTS reserves the right at the time of award to increase or decrease the quantity, as indicated in tender call, from the quantity of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

#### 5.12 TSTS' right to accept any bid and to reject any or all bids:

TSTS 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 thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 5.13 Corrupt, fraudulent and unethical practices

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the process of contract execution and
- b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
- c. "Unethical practice" means any activity on the part of bidder, which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
- d. TSTS will reject a proposal for award and also may debar the bidder for future tenders in TSTS, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

## 6 General terms and conditions for execution of work order/ purchase order/contract by successful vendors.

#### 6.1 Standards

The goods supplied by empanelled vendor shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.

#### 6.2 Use of documents and information

a) The vendor shall not, without prior written consent from TSTS, disclose/share/use the bid documents, contracts, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the TSTS in connection therewith, to any person other than a person employed by the vendor

- in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- b) The Vendor shall not, without prior written consent of TSTS, make use of any document or information made available for the project, except for purposes of performing the Contract.
- c) All project related document (including bid documents) issued by TSTS, other than the contract itself, shall remain the property of the TSTS and shall be returned (in all copies) to the TSTS on completion of the Vendor's performance under the contract if so required by the TSTS.

#### 6.3 User license and patent rights

- a) The Vendor shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the vendor shall act expeditiously to extinguish such claim. If the vendor fails to comply and the TSTS is required to pay compensation to a third party resulting from such software piracy, the vendor shall be responsible for compensation including all expenses, court costs and lawyer fees. The TSTS will give notice to the vendor of such claim, if it is made, without delay.
- b) The Vendor shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

#### 6.4 Performance security

- a) On receipt of notification of award, the Vendor shall furnish performance security to TSTS in accordance with bid document requirement.
- b) The proceed of the performance security shall be payable to TSTS as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- c) The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to TSTS and shall be in one of the following forms:
  - I.A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Hyderabad, in the form provided in the bidding document or another form acceptable to the TSTS; or
  - II. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the TSTS.
- d) The performance security will be discharged by the TSTS and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract and if activities, post warranty, by the Vendor is

- envisaged, following receipt of a performance guarantee for annual maintenance as per bid document.
- e) In the event of any contract amendment, the vendor shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

#### 6.5 Manuals and drawings

- a) Before the goods and services are taken over by the user, the Vendor shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
- b) The Vendor shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
- c) The manuals and drawings wherever applicable shall be in English or Telugu.
- d) At least one set of the manuals should be supplied for each installation sites.
- e) Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

#### 6.6 Inspection and acceptance tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- a. Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document. Following broad test procedure will generally be followed for inspection and testing of hard ware and firm wares. The vendor will dispatch the goods to the ultimate consignee after internal inspection testing along with the supplier's inspection report, manufacturer's warranty certificate. TSTS will test the equipment after completion of the installation and commissioning at the site of the installation. (If site preparation is not included in the tender call or specification, the vendor should furnish all details of the site requirement to the TSTS sufficiently in advance so as to get the works completed before receipt of the equipment.)
- b. The Inspections and tests, at the discretion of TSTS, may be conducted on the premises of the Vendor or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Vendor or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the TSTS.
- c. Should any inspected or tested goods fail to conform to the specifications the TSTS may reject the goods, and the vendor shall either replace the rejected goods

or make alterations necessary to meet specification requirements free of cost to the TSTS/user.

- d. TSTS' right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the TSTS or its representative prior to the goods shipment from the country of origin.
- e. Nothing in this clause shall in any way release the vendor from any warranty or other obligations under the contracts.
- f. The acceptance test will be conducted by the TSTS, their consultant or any other person nominated by the TSTS, at its option. There shall not be any additional charges for carrying out acceptance tests. Any reduction in functional requirements, and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware, enclosures, motors attached to printers, drivers etc. or bugs in the software shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / sections will be allowed. The vendor shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the TSTS, the successful completion of the test specified. An average uptake efficiency of 97% for the duration of test period (7 days) shall be considered as satisfactory.
- g. In the event of the hardware and software failing to pass the acceptance test, A period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the TSTS reserves the rights to get the Equipment replaced by the vendor at no extra cost to the TSTS/user.

#### 6.7 Acceptance certificates

On successful completion of acceptability test, receipt of deliverables etc, and after TSTS is satisfied with the working of the system, the acceptance certificate signed by the vendor and the representative of the TSTS will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

#### 6.8 Packing

- a) The vendor shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for

in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the TSTS.

## 6.9 Delivery and documents

Delivery of the goods/services shall be made by the vendor in accordance with the terms specified in the Schedule of requirements. The details of shipping and / or other documents to be furnished and submitted by the vendor are specified below.

#### a) For Goods supplied from abroad:

- I. Within 24 hours of shipment, the Vendor shall notify the TSTS and the Insurance Company by cable or telex or fax full details of the shipment including contract number, description of goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Vendor shall mail the following documents to the TSTS, with a copy to the Insurance Company.
- II. Four copies of supplier's invoice showing goods description, quantity, unit price and total amount;
- III. 4 copies of packing list identifying contents of each package;
- IV. Insurance certificate; Manufacturer's/Supplier's warranty certificate;
- V. Inspection certificate, issued by the nominated inspection agency and the
- VI. Supplier's factory inspection report; and Certificate of origin.

The above documents shall be received by the TSTS at least one week before arrival of Goods at the port or place of arrival and, if not received, the Vendor will be responsible for any consequent expenses.

#### b) For Goods from within India:

Upon delivery of the goods to the user, the vendor shall notify the TSTS and mail the following documents to the TSTS:

- I. Four copies of the Vendor invoice showing goods description, quantity, unit price total amount;
- II. Delivery note, or acknowledgement of receipt of goods from the user;
- III. Manufacturer's or Supplier's warranty certificate;
- IV. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.
- V. Certificate of Origin;
- VI. Insurance policy;

- VII. Excise gate pass Octroi receipts wherever applicable duly sealed indicating payments made; and
- VIII. Any of the documents evidencing payment of statutory taxes.

The above documents shall be received by the TSTS before arrival of the Goods (except deliver note and where it is handed over to the user with all documents) and if not received, the vendor will be responsible for any consequent expenses.

#### 6.10 Insurance

- a) It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- b) The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid upto 3 months till completion of delivery, installation and commissioning.

#### **6.11 Transportation**

Transport of the goods to the project site(s) shall be arranged by the vendor at his cost.

#### 6.12 Hardware Installation

The vendor is responsible for all unpacking, assemblies, wiring, installations, cabling between computer units and connecting to power supplies. The vendor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the computer hardware at all installation sites.

#### 6.13 Incidental services

The Vendor may be required to provide any or all the following services, including additional services:

- a. Performance or supervision or maintenance and/or repair of the supplied goods and services, for a period of time agreed by the parties, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract, and
- b. Training of TSTS and/or its user organization personnel, at the Vendor's site and / or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied goods and services.

c. Prices charged by the Vendor for the preceding incidental services, if any, should be indicated separately (if required), and same will be mutually negotiated separately.

#### 6.14 Spare parts

- a) The Vendor may be required to provide any or all of the following materials, notifications and information pertaining to spare parts manufactured or distributed by the Vendor.
- b) Such spare parts as the TSTS may elect to purchase from the Vendor, provided that this election shall not relieve the Vendor of any warranty obligations under the contract and
- c) In the event of termination of production of the spare parts, an advance notification to the TSTS of the pending termination, in sufficient time to permit the TSTS to procure needed requirements and
- d) The Vendor shall ensure availability of spares in stock at his nearest service centre for immediate delivery such spare parts as: (a) are necessary for a minimum of 5 years of operation after installation at the Purchaser's sites (b) are necessary to comply with specifications.

#### 6.15 Warranty

- a) The Vendor warrants that the goods and services supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The Vendor further warrants that all goods and services supplied under this contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Vendor, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- b) The warranty period shall be as stated in bid document. The Vendor shall, in addition, comply with the performance guarantees specified under the contract. If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expenses and to carry out further performance tests.
- c) The equipment supplied should achieve required up time.
- d) TSTS/user shall promptly notify the Vendor in writing of any claims arising under this warranty.
- e) Upon receipt of such notice, the Vendor shall, within the period specified in GCC and with all reasonable speed, repair or replace the defective goods and services or parts thereof, without costs to the user.

f) If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the TSTS/user may proceed to take such remedial action as may be necessary, at the vendor's risk and expense and without prejudice to any other rights which the TSTS /user may have against the Vendor under the contract.

#### 6.16 Maintenance service

- a) Free maintenance services including spares shall be provided by the vendor during the period of warranty. User, at its discretion may ask the vendor to provide maintenance services after warranty period, i.e. Annual maintenance and repairs of the system at the rates indicated by bidder in its proposal and on being asked so, the vendor shall provide the same. The cost of annual maintenance and repairs cost (after warranty period), which will include cost of spares replaced, shall be paid in equal quarterly installments at the end of each quarter.
- b) The maximum response time for maintenance complaint from any of the destination (i.e. time required for supplier's maintenance engineers to report to the installations after a request call/telegram is made or letter is written) shall not exceed 48 hours.
- c) The vendor will accomplish preventive and breakdown maintenance activities to ensure that all hardware, and firmware execute without defect or interruption for at least required up time.
- d) In case up time is less than the stipulated up time, penalty as indicated in the bid document shall be imposed on the vendor.
- e) The amount of penalty if any, will be recovered at source from the performance guarantee during the warranty or from annual maintenance charges payable as the case may be.

#### 6.17 Payment

- a) The vendor's request(s) for payment shall be made to the TSTS in writing, accompanied by an invoice describing, as appropriate, the goods/service delivered/ performed.
- b) Payments shall be made promptly by the TSTS, but in no case later than (30) days after submission of a valid invoice or claim by the vendor.
- c) The currency of payment will be Indian rupees.
- d) Payment shall be made as indicated in Bid document.
- e) The annual maintenance and repair cost as per separate agreement if any, shall be paid in equal quarterly installments at the end of each quarter as per the rates quoted and agreed.
- f) Payment will be made through Cheque.

#### 6.18 Prices

Prices charged by the Vendor for goods delivered and services performed under the contract shall not vary from the prices quoted by the Vendor in its bid, with the exception if any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

#### 6.19 Change orders

TSTS may, at any time, by written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

- a) Drawing, designs, or specifications, where Goods to be supplied under the Contract are to be specifically manufactured for the TSTS;
- b) The method of shipment or packing;
- c) The place of delivery and/or the services to be provided by the Vendor. If any such change causes an increase or decrease in the cost of, or the time required for, the vendor's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the change order.

#### 6.20 Contract amendment

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### 6.21 Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contracts, except with the prior written consent from TSTS.

#### 6.22 Subcontracts

The Vendor shall notify the TSTS in writing of all subcontracts awarded under the contract if not already specified in the bidder's proposal. Such notification, in the original bid or later, shall not relieve the Vendor from any liability or obligation under the contract. Subcontract shall be only for bought-out items and sub-assemblies.

## 6.23 Delays in the supplier's performance

- a) Delivery of the Goods and performance of the services shall be made by the Vendor in accordance with the time schedule specified by the TSTS in the specifications.
- b) If at any time during performance of the Contract, the Vendor or its subcontractor(s) should encounter conditions impending timely delivery of the

goods and performance of services, the Vendor shall promptly notify the TSTS in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the vendor's notice, TSTS shall evaluate the situation and may at its discretion extend the Vendor's time for performance, with or without liquidated damages.

c) A delay by the Vendor in the performance of its delivery obligations shall render the vendor liable to the imposition of appropriate liquidated damages, unless an extension of time is agreed upon by TSTS without liquidated damages.

#### 6.24 Liquidated damages

If the Vendor fails to deliver any or all of the goods or perform the services within the time period(s) specified in the Contracts, the TSTS shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to, as per the terms indicated in the bid document, until actual delivery or performance, subject to maximum limit. Once the maximum is reached, the TSTS may consider termination of the contract.

#### 6.25 Governing language

The contract shall be written in English or Telugu. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

#### 6.26 Applicable law

The contract shall be interpreted in accordance with appropriate Indian laws.

#### 6.27 Notices

- a) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.
- b) A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### 6.28 Taxes and duties

The vendor shall be entirely responsible for all taxes, duties, license fee Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.

#### 6.29 Licensing considerations

The software mentioned in the Schedules of Requirement will be used throughout Andhra Pradesh or user's sites even outside Andhra Pradesh.

#### 6.30 Protection against damages- site conditions:

- a) The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site are as under:
  - i. Voltage 230 Volts
  - ii. Frequency 50Hz.
- b) However, locations may suffer from low voltage conditions with voltage dropping to as low as 160 volts and high voltage conditions with voltage going as high as 220 + 20% volts. Frequency could drop to 50Hz + 2%. The ambient temperature may vary from 10°C to 48°C. The relative humidity may range in between 5% to 95%.
- c) The goods supplied under the contract should provide protection against damage under above conditions.

#### 6.31 Fail-safe procedure

The vendor should indicate in detail fail-safe procedure(s) for the following:

- a) Power failure
- b) Voltage variation
- c) Frequency variation
- d) Temperature and humidity variations.

#### 6.32 Training:

For each hardware and software component installed, the Vendor may be required to train the designated TSTS and user personnel to enable them to effectively operate the total system. The training, if required, shall be given, as specified in the SCC at the locations specified. The training schedule will be agreed to by both parties during the performance of the Contract.

#### 6.33 Site Preparation and Installation:

The Purchaser is solely responsible for the construction of the installation sites except where it is specifically required under bid document. The bidder will designate to perform a site inspection to verify the appropriateness of the sites before the installation of every hardware related item.

#### 6.34 Termination for default

- a) The TSTS, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract in whole or in part:
  - i. if the Vendor fails to deliver any or all of the Goods/services within the time period(s) specified in the contract, or within any extension there of granted by the TSTS pursuant to Clause 25 of GCC or
  - ii. if the Vendor fails to perform any other obligation(s) under the Contract or
  - iii. if the Vendor, in the judgment of the TSTS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- b) In the event the TSTS terminated the contract in whole or in part, TSTS may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Vendor shall be liable to the TSTS for any excess costs for such similar goods or services. However, the Vendor shall continue performance of the contract to the extent not terminated.

#### 6.35 Force majeure

- a) The Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the TSTS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- c) If a Force Majeure situation arises, the Vendor shall promptly notify the TSTS in writing of such condition and the cause thereof. Unless otherwise directed by the TSTS in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### 6.36 Termination for insolvency

TSTS, may at any time terminate the contract by giving 30 days written notice to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Vendor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the TSTS.

#### 6.37 Termination for convenience

- a) TSTS, may at any time by giving 30 days written notice to the Vendor, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the TSTS/Purchaser's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The goods that are complete and ready for shipment within thirty (30) days after the vendor's receipt of notice of termination shall be accepted by the TSTS at the contract terms and prices. For the remaining Goods, the TSTS may elect to have any portion completed and delivered at the contract terms and prices at its discretion

#### 6.38 Resolution of disputes

- a) The TSTS and the Vendor 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.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the TSTS and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.
- c) The dispute resolution mechanism shall be as follows:
- d) In case of a dispute or difference arising between the TSTS and the Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

## 7 Items - Services - Category List & Qualification criteria

S.No.	Category Description	Security Deposit in Rs.Lakhs	Cumulative Sales / work orders in last 3 Fin. years (Nos)	MAF/ Authorized channel partner (ACP) / Others	Cumulative financial Turnover of the company in last 3 Fin.years in Rs. Lakhs
Multiple	items category				
1.	Computers (Work Stations, Desktops, AlOs, Laptops and , Tablets), Printers (Inkjets and Laserjet), UPSs (up to 5 KVA) and other peripherals like scanners, FPS, Iris etc.( Vendors qualified in this category are also qualified for individual items. Hence need not apply for individual items.)	5.00	Min. 1500 (desktop/la ptops) Computers in combinatio n with other items. Applicant should have sales experience of all the mentioned items	MAF	200
2.	Servers, SAN/NAS Storage, High Capacity UPS, Operating Systems, Database software and server related peripheral items such as racks, SAN Switches, consoles etc( Vendors qualified in this category are also qualified for individual items. Hence need not apply for individual items.)	5.00	Min. 10 Servers in combinatio n with other items Applicant should have sales experience of all the mentioned items		200
Individua		•			
3	Servers (Rack and Blade)	5.00	10	MAF	200
4	SAN/NAS Storage and SAN related items such as SAN Switches	5.00	1	MAF	200
5	Servers related items such as racks and consoles.	1.00	3 work orders for server related items		50
6	Desktop Computers, AlOs, Work Stations	5.00	1500	MAF	200
7	Notebook/Laptop Systems	2.00	100	MAF	50
8	Tablet PCs	5.00	1000	MAF	200

9	Printers / MFD, Scanners	1.00	300	MAF	50
10	UPS Systems with Batteries / Solar UPS Systems with Batteries & Solar panels	1.00	100	MAF	50
Periphe	rals				
11	Information Kiosks / integrated computer with projector	1.00	6	MAF	50
12	Photo Copiers	1.00	30	MAF	50
13	Fax machines	0.20	10	MAF	1
14	LCD Projectors/ DVD Players	0.25	30	MAF	30
15	TV/Display Panels, Monitors, TV Tuner Cards	0.25	10	MAF	10
16	Mobile Handsets, Power banks, Batteries (Note Book, Mobile)	0.25	1000	MAF	10
17	All types of Access control systems /Biometric Devices/ Bar code scanners/ readers	0.50	300	MAF	10
18	Hard Disk Drives, Memory (RAM), CD/DVD Writer, Key Board, Mouse, Head Sets, Power Cards	0.10	3 work orders	-	10
19	Computer Consumables - Printer Consumables, Cartridges, Toner, Ribbon, Printer Head, Fuser Assembly - Media, USB Sticks, DVD, Backup Tapes, DV Cams	0.10	3 Work orders	-	20
20	Card Printer and Consumables	1	6	MAF	15
Softwa	re Vendors (Off the Shelf Products)				
21	Microsoft Products	2.50	3 work order	ACP	50
22	Linux products	0.50	1 work order	ACP	10
23	Oracle Products	2.50	1 work order	ACP	100
24	Security &Antivirus Software	1.00	3 work order	ACP	10
25	Open Source Softwares	0.50	1 work order	ACP	5
26	Middle ware / Virtualization / CMS, MDM etc	1.00	1 work order	MAF/ ACP	5
27	GIS/GPS Products / other software	2.00	1 work order	ACP	15
	Equipment	0.0-		1	
28	EPABX, Telephone Devices	0.25	3	MAF	5
29	PAS: Public Addressing System	0.10	3	MAF	5
30	Video Cameras	0.10	10	MAF	5
31 32	Air conditioners	0.50	20	MAF	5 100
	Computer Furniture & Interior, Partition Works	5.00	10 sets	MAF	
33	Fire Extinguisher	0.10	3	MAF	10
	rking Services (LAN & WAN)	1.00			
34	Network Cabling works, Electrical Works	1.00	30	-	20
35	Hubs/ Switches, Modems, Leased Line Modems, Routers, Wireless	2.00	100	MAF	50

	Access Points				
36	UTM, firewalls, IDS / IPS security products	2.00	6	MAF	15
37	Receive only Terminals (ROTs)	0.10	3	MAF	1
38	Video Conference Equipments	5.00	100	MAF	200
Manpo	wer Services				
39	Data Entry Operators, DPCs, Office Assistants, Stenographers	0.10	10 work orders	EPF registration	20
40	Programmers , System Analyst, Network Engineers	0.10	10 work orders	EPF registration	20
41	Drivers, Office Subordinates, Security Guards, Sweepers, Cooks	0.10	10 work orders	EPF registration	10
42	I.T Advisory Services / IT consultancy services	2.00	10 work orders	-	500
	of Equipment/ Services			-	
43	Computer Systems, Printers, UPS, Passbook Printers, Shredders, Copiers, Fax Machine, Video Camera, Laptops for presentation, LCD/DLP Projector with operator	0.10	10 work orders	-	10
44	Data Entry, Scanning & Digitization, Printing	0.25	10 work orders	-	10
45	Maintenance of Computers, UPS Peripherals &, Network	0.50	6 work orders	-	50
	tion Development				
46	Software (application Development)	2.00	5 work orders	CMMi L3	1500
47	Custom Software support (AMC)	2.00	5 work orders	CMMi L3	1500
48	ERP implementation	2.00	5 work orders	CMMi L3	1500
49	GIS /GPS solutions	2.00	5 work orders	ISO	1000
50	BIS/ Analytics	2.00	5 work orders	CMMi L3	1000
ecurity	/ & Surveillance Equipment				
51	CC Cameras, PTZ Cameras	0.20	5 work orders	MAF	25
52	X-Ray Machines	0.20	5 work orders	MAF	50
53	Metal Detectors	0.20	5 work orders	MAF	10
54	Fence	0.20	5 work orders	MAF	10
55	Bollards	0.20	5 work orders	MAF	10
56	Counting Machine cum Fake note detector	0.50	5 work orders	MAF	10
T Train					
57	Training & Content Management	0.50	5 Work orders	-	50

SME & S	Startups		As per tl	ne Terms & Co	nditions	
	development and Security Audit		orders			
58	Website/Web portal Design,	0.10	3 Work	-	50	

### 8 Proposal submission Forms

#### 8.1 Proposal submission - Form - F1

To,

The Managing Director
Telangana State Technology Services Ltd.,
1st Floor, C-Block, BRKR Bhavan
Tankbund Road
Hyderabad

Sir,

Having examined the empanelment notice document and amendments there on, we the undersigned, request to empanel us to provide services/execute the works including supply, delivery installation of hardware, firm wares and soft wares as the case may be, in conformity with the terms and conditions of the bidding documents and amendments there on, during the empanelment period.

If our empanelment request is accepted, we undertake to;

- 1. Provide services/execute the awarded project or its part assigned to us in conformity with the said bidding documents in accordance with the schedule of prices and timelines offered for that bid.
- 2. obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contracts, and
- 3. agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

We undertake that our company has not been debarred/ black listed as on this date by any State Government. Central Government. Central & State Govt. Undertakings/enterprises/Organizations and by any other Quasi Government bodies/Organizations, World Bank and any other major Enterprise/Organizations in India for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices. I further certify that I am competent officer in my company to make this declaration.

I/We	do hereby	declare that	t the information furni	shed in the P	roforma from pages
	_ to	and in th	e supplementary she	ets from page	es to
	_ is correct	to the best of	of my/our knowledge ar	nd belief.	
I/We a	apply for the	e empanelme	ent for the following iten	n / category:	
S.No	Category	Item	Item Description	Deposit	Processing fee
		S.No.			
1					
				•	
					Yours faithfully
				_	Signature
				Name :	
				Designation	
				Address	:
				Date	:
				Seal	:

# 8.2 Application Form for Empanelment - Form - F2-A (Year applied: 20\_\_\_\_ - 20\_\_\_\_)

S.No.	Items	Details
1.	a)Name of the organization:	
	b\Address of the Decistered office	
	b)Address of the Registered office	
	c) Address for Correspondence	
	d) Contact person Name	
	e) Designation	
	f) Land Line Phone No	
	g) Mobile No.	
	h) Fax No.	
	i) e-mail address	
	j) Website(if any)	
	k) Year of Commencement of business	
	I) Sales Tax Number/VAT/TIN	
	m) Service Tax Registration No.	
	n) PAN No. of Organization	
	o) e-procurement user id	
	Bank Details	
	Bank Account No.	
	Name of the Bank	
	Name of the Branch	
	IFSC Code	
2.	Type of organization (whether Sole Proprietorship/	
	Partnership/ Private Limited/ Limited or Co-operative	
	Body etc.)	
3.	Name of the Proprietor/ Partners/ Directors of the	
	Organization	
	Designation	
	Phone No. LL/ Mobile	
	FAX No.	
	Mail ID of the person authorized to make	
	commitments to the TSTS	
4.	Details of Registration (whether Partnership firm,	
	Company etc.) Registering Authority	

<ul><li>6. Business/ activity of the firm.</li><li>7. Details of offices in other Centers including complete</li></ul>	
7. Details of offices in other Centers including complete	
address, Telephone No. , Fax No, Mail id of Contact person	
8. Address of offices at Hyderabad	
Name of Contact person:	
Telephone: Fax : Mail ID:	
9. Technical personnel available in the Organization	
Adequate and satisfactory evidence to indicate financial capacity of the Organization to undertake the said supply / work with name of companies and their full address	
Details of company and its location, technical personnel employed (Attach a separate sheet)	
12. Ability to Provide bank Guarantee or other equivalent forms of security from a Nationalized Bank/ Scheduled Bank	
13. Whether any civil suit/Litigation arisen in the contracts executed during last 3 years/ being executed. Please furnish the name of the project, Employer, nature of work, contract value, work order and date and brief details of litigation (Please attach separate sheet if required)	
14. Clientele (Certificate regarding after sales service and support from the mentioned companies should be furnished)  Govt. with ng w Phone Pho No. No.	ertaki Other vith Organizati
15. Has the vendor been black-listed by any of the offices/companies/Government? If so, details may be provided	
16. Addresses of Three (3) Service Centres in Telangana	
with Phone No. and Contact person Name	
Location-1	

Location-2	
Location-3	

# 8.3 Application Form for Empanelment - Form - F2- B

(Separate sheet for each product / service be enclosed) Year applied: 20\_ - 20\_)

1.	a)Name of the organization:				
2.	Item Category				
3.	Item description				
4.	Item SL NO as per empanelment RFP				
5.	Yearly Turnover of the Company during last 3	20	_20	_20	Total
	Financial Years (year wise) (Not of group) (Audited				
	balance Sheet, P&L A/c and Annual Report must be				
	enclosed				
6.	Yearly profit (year wise)				
7.	Brands of Hardware, Peripherals / Software/Services				
	of which the vendor is OEM/ Authorized Dealer/				
	Reseller of (Certificate from the Principal should be				
	enclosed in case of Authorized Dealers/ Resellers)				
	MAF				
8.	Whether the vendor has ability to provide alternate				
	equipment to ensure that there is no break in the				
	clients operations in case they are not able to				
	immediately repair malfunctioning hardware/ software				
	falling under their warranty / AMC				
9.	Any other information/certificates				
10.	List of documents enclosed - for this item				

# 8.4 CHECKLIST WITH APPLICATION - FORM - F2-C

S.No	Documents	Furnished Yes/No	Page Nos
1.	Form-F1 Undertaking Letter		
2.	Form-F2 A & B Application Form for vendor Empanelment Registration		
3.	Form-F3- Item wise documents in the proposal		
4.	Firm Registration Copy (partnership deed if any)		
5.	VAT/Service Tax/GST/ Registration Certificate Copy		
6.	Pan Card Copy		
7.	Adequate and satisfactory evidence to indicate financial capacity of the organization to undertake the said work with name of companies and their full address (Solvency certificate from the Bank shall attached)		
8.	Whether Manufacturer / Authorized Dealer / Distributor/ Authorized Service provider letter (The Authorization letter (MAF) must be addressed to Managing Director, TSTS and also mention the Authorization validity period)		
9.	Turnover details along with certified Audited Firm / Company Profit & Loss Account statement and Balance sheet for last 3 years		
10	Copy of Income Tax Returns for the last 3 years		
11	Copies of orders of major customers for the items specified for the last three(3) years		
12	Copies of Satisfactory certificates regarding after sales service and support from the above mentioned customers		
13	Service Centers / Manpower Details		
14	Whether the company is blacklisted by any of the		

	offices/ Companies/Government? If so details	
15	Affidavit in Original on Rs. 100/- Non-Judicial Stamp Paper stating that the company is not blacklisted earlier with Notary	
16	Demand draft of Rs. 500/- (Non-Refundable) in favor of MD, TSTSL, Hyderabad drawn on any Nationalized / Scheduled Bank towards Processing fee for each item	
17	<b>Demand Draft</b> for Requisite amount towards Security Deposit for the categories applied	
18	Any other documents (pl. specify)	

Signature of the Vendor

With office Stamp

#### 8.5 Item wise Document Index in the proposal - Form-F3

- Security Deposit (SD)
- Cumulative Sales (Quantity) in 3 years(CS -3)
- MAF/ Authorized Channel Partner(MAF/ACP)
- Cumulative Turnover (Amount) in 3 years for all products (CT-3)
- Purchase order/Delivery Challan /Installation Report/Agreement (PO/DC/IR)

(Vendor may provide the page nos (from & To Page numbers))

Catego			D		S-3	MAF	/ACP		Г-3	PQ/E	C/IR
	Page Numbers →	From	То	From	То	From	То	From	То	From	То
PC Ha	ardware										
1.	Desktop, Systems										
2.	Notebook/Laptop Systems										
3.	Printers / MFD, Scanners										
4.	UPS Systems with Batteries / Solar UPS Systems with Batteries & Solar panels										
5.	Solar UPS Systems with Batteries & Solar panels										
6.	Servers										
7.	Tablets										
8.	SAN Storage / Server racks										
Periph	nerals										
9.	Information Kiosks / integrated computer with projector Photo Copiers										

11.	Fax machines						
12.	LCD Projectors/ DVD						
12.	Players						
13.	TV/Display Panels,						
	Monitors, TV Tuner Cards						
14.	Mobile Handsets, Power						
	banks, Batteries(Note Book,						
	Mobile)						
15.	Access control systems						
	/Biometric Devices/ Bar						
10	code scanners/ readers						
16.	Hard Disk Drives, Memory						
	(RAM), CD/DVD Writer, Key Board, Mouse, Head Sets,						
	Power Cards						
17.	Computer Consumables -						
'''	Printer Consumables,						
	Cartridges, Toner, Ribbon,						
	Printer Head, Fuser						
	Assembly - Media, USB						
	Sticks, DVD, Backup Tapes,						
	DV Cams						
18.	Card printer and						
	Consumables						
	e Vendors (off the Shelf						
Product	,						
19.	Microsoft Product						
20.	Linux products						
21.	Oracle Product						
22.	Security &Antivirus						
	Software						
23.	Open Source			ı	I	ı	1

24.	Middle ware / Virtualization / CMS, MDM etc					
25.	GIS/GPS Products / other software					
Office	Equipment					
26.	EPABX, Telephone Devices					
27.	PAS: Public Addressing System					
28.	Video Cameras					
29.	Air conditioners					
30.	Computer Furniture & Interior, Partition Works					
31.	Fire Extinguisher					
Netwo	orking Services (LAN & WAN)					
32.	Network Cabling works, Electrical Works					
33.	Hubs/ Switches, Modems, Leased Line Modems, Routers, Wireless Access Points					
34.	UTM, firewalls, IDS / IPS security products					
35.						
36.						
	Equipments					
	ower Services					
37.	DPCs, Office Assistants, Stenographers					
38.	Programmers , System Analyst, Network Engineers					

20	Drivers Office					
39.	,					
	Subordinates, Security					
	Guards, Sweepers, Cooks					
40.	,					
	consultancy services					
Hiring	g of Equipment/ Services					
41.	Computer Systems,					
	Printers, UPS, Passbook					
	Printers, Shredders,					
	Copiers, Fax Machine,					
	Video Camera, Laptops for					
	presentation , LCD/DLP					
	Projector with operator					
42.						
	Digitization, Printing					
43.	<u> </u>					
	UPS Peripherals &, Network					
Applica	ation Development					
44.	Software (application					
	Development)					
45.	. ,					
	(AMC)					
46.	ERP implementation					
47.	·					
48.	BIS/ Analytics					
	y & Surveillance Equipment					
49.	CC Cameras, PTZ					
-75.	Cameras					
50.	X-Ray Machines					
51.	Metal Detectors					
52.	Fence					
53.	Bollards					
JJ.	Dollarus					

54.	Counting machine cum Fake note detector					
SME & Startups						

Signature of Vendor with office stamp

(On Letter Head)
Application for Empanelment of SME Firms for IT Projects - Form F4 Date:

Place:

To The Managing Director, TSTSL C - Block, 1<sup>st</sup> floor, BRKR Bhavan Tank bund Road, Hyderabad-63. PART A: Details of Applicant

1 / 11 1 1	A. Details of Applicant	
S.No		
1	Name of Organization / Firms	
	Registration Number & Date(Enclose Registration	
2	copy)	
3	Category(Please "-" mark at appropriate place)	
	A) Individual	
	B) Partnership	
	C) Private Limited	
	D)Others(Please specify)	
4	Address(postal)	
	Pin code	
	Telephone/s(with STD code)	
	Mobile number	
	Fax No	
	Email ID	
	website	
5	Name of the CEO	
	Contact Details- Tele/Fax/Email	
6	Certificates of OEM/CMMI/ISO (Optional)	
7	Details of support Facilities	
	a) Application Testing	
	b) Requirement Engineering, Business Modeling	
	c) Module Design & Development	
	d) Digitization	
	e) Localization of Application etc	
	f) Networking	
	g) Annual Maintenance	
	h) Facility Management and Call center services	
	i) Special Areas(Biometrics, GIS,GPS etc.)	
	j) Data Analytics	
	k) Consultancy services	
	I) Innovations and R&D	
	m) Interior & Furniture	
_	n) Cyber Security & Digital Forensic Services	

Part B 1.	: Manpower D Table I : Manp					chnic	eal mannower )		
	Name & Desi		Qualificat	•	Experien (years)	се	Sector of Expertise	Whether Certified	
1.									
2.									
3.									
<u>2. Tab</u>	resume of ea le II : Projects Name of the I	undertake	<u>n - Miņim</u>		hree(3) co	mple	heet if required eted projects: - Sector	i) ]	
2.									
3.									
S. No 1. 2. 3. (Pl. att 4. Add (Pl. att Declar • The ir • We ar • Kindly Progra	nformation progree to abide I gree to abide I y enroll the r m.	alance Sh tion in sup ting docum vided in the	eets/ Certinents when the condition of the condition of the condition of the company of the comp	ificate ur ap erever accu itions any f	e from CA)  plication: necessary rate and tr	y for ue to aking	the best of my	v knowledge of GoTS's SN lle at Hyderaba	
DD No		Date:		Nai	me of the E	ank:	Brar	nch:	
	& Designation		ıthorized (				= : <b>=</b> :		
Date:	a Designation	or the 7th	3111011200	oigila	iory .	(Sig	nature) (seal o	f Organization)	)
Date o	f Receipt f Approval ee Deposited		(for office	use					

# Check List for SME Application

S.No	Documents	Furnished Yes/No	Page Nos.
1.	Demand draft of Rs. 500/- (Non-Refundable) in favor of MD, TSTSL, Hyderabad drawn on any Nationalized / Scheduled Bank towards Processing fee.		
2.	Application for empanelment of SME Firms on letterhead (Form F4)		
3.	Firm Registration Copy (partnership deed if any)		
4.	VAT/Service Tax/GST/ Registration Certificate Copy		
5.	Pan Card Copy		
6.	Manpower Details		
7.	Turnover details along with certified Audited Firm / Company Profit & Loss Account statement and Balance sheet for last 3 years		
8.	Copy of Income Tax Returns for the last 3 years		
9.	Copies of orders of major customers for the last three(3) years		
10	Copies of Satisfactory certificates regarding service and support from the above mentioned customers		
11	Whether the company is blacklisted by any of the offices/ Companies/Government? If so details		
12	Affidavit in Original on Rs. 100/- Non-Judicial Stamp Paper stating that the company is not blacklisted earlier with Notary		
13	Any other documents (pl. specify)		

# (On Letter Head) 10 Application for Empanelment of "STARTUP COMPANIES" for IT Projects - Form-F5

Date: Place:

To
The Managing Director
Telangana State Technology Services Ltd.
B Block, 4<sup>th</sup> Floor, BRKR Bhavan
Tank bund Road, Hyderabad

#### PART A: Details of Applicant

		1				
S.No.						
1	Name of the Organization / Firm					
2	Registration Number & Date (Enclose Registration					
	copy)					
3	Category (Please "•"mark at appropriate place					
	A) Individual					
	B) Partnership					
	C) Private Limited					
	D) Others (Please Specify)					
4	Address (Postal)					
	Pin code					
	Telephone (With STD Code) /Mobile					
	Fax No.					
	Email & website					
5	Name of the CEO					
	Contact Details - Tele/Fax/Email					
6	Certificates of OEM/CMMI/ISO(Optional)					
7	Details of support facilities					
	a) Application Testing					
	b) Requirement Engineering, Business Modeling					
	c) Module Design & Development					
	d) Digitization					
	e) Localization of Application etc.					
	f) Networking					
	g) Annual Maintenance					
	h) Facility Management and Call Centre Services					
	i) Special Areas (Biometrics, GIS,GPS,etc)					
	j) Data Analytics					
	k) Consultancy services					
	I) Innovations and R&D					
	m) Interior & Furniture					
	n) Cyber Security & Digital Forensic Services					

#### Part B: Manpower and Experience - (Details of Technical manpower)

S.No	Name & Designation	Qualification	Experience (years)	Sector of Expertise	Whether certified
1					
2					
3					

(Attach resume of each of the Team member, Use separate sheet if required)

Table II: Projects undertaken from the inception

S. No	Name of the Project	Category	Sub - Sector
1.			
2.			
3.			

<sup>\*-</sup>Development/Consultancy/Both/System Integration/AMC (Use separate Sheet, if required) (PI. attach all supporting documents wherever necessary for all)

Table III: Turnover during last three financial years:

Table III : Tarriover daring last tillee ililaricial years.					
	Financial				
S. No	Year	Turnover (in Lakhs)			
1.					
2.					
3.					

(PI. attach Audited Balance Sheets/ Certificate from CA)

#### Declaration

- The information provided in this form is accurate and true to the best of my Knowledge.
- We agree to abide by the terms & conditions
- Kindly enroll the name of our company
- Please find enclosed DD of Rs.500/- drawn in favour of MD, TSTSL payable at Hyderabad.

DD No.	Date:	Name of the Bank:	Branch:
Name & Designation Of Authorized Signa			
Date :		(Signature	e) (Seal of Organization)
Date of Receipt Date of Approval Reg. Fee Deposited	(for office	e use only)	

# Check List for Startup Company Application

S.No	Documents	Furnished Yes/No	Page Nos.
1.	Demand draft of Rs. 500/- (Non-Refundable) in favor of MD, TSTSL, Hyderabad drawn on any Nationalized / Scheduled Bank towards Processing fee.		
2.	Application for empanelment of Startup companies on letterhead (Form F5)		
3.	Firm Registration Copy (partnership deed if any)		
4.	VAT/Service Tax/GST/ Registration Certificate Copy		
5.	Pan Card Copy		
6.	· · · · · · · · · · · · · · · · · · ·		
7.	Turnover details along with certified Audited Firm / Company Profit & Loss Account statement and Balance sheet for last 3 years		
8.			
9.	Copies of orders of major customers for the last three(3) years		
10	Copies of Satisfactory certificates regarding service and support from the above mentioned customers		
11	Whether the company is blacklisted by any of the offices/ Companies/Government? If so details		
12	Affidavit in Original on Rs. 100/- Non-Judicial Stamp Paper stating that the company is not blacklisted earlier with Notary		
13	Any other documents (pl. specify)		

00000