

Tender Reference No. AO/3-7/2021-2022/355

Date: 11 August, 2021

13

TENDER DOCUMENT (E - PROCUREMENT MODE)

for

**Comprehensive Annual Maintenance Contract (AMC) of Multi-function
Photocopier Machines**



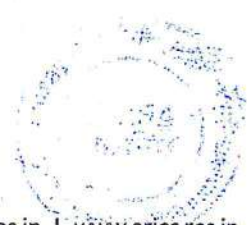

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A. BACKGROUND

Aryabhatta Research Institute of observational sciences (acronym for ARIES; <http://www.aries.res.in>) is an autonomous research institute under the Department of Science and Technology (DST), Government of India. ARIES is on a hilly terrain called Manora Peak, near the beautiful lake city of Nainital. The institute's other site is in Devasthal, near Dhanachuli, Distt- Nainital. Both these sites are located in the Debhoomi of Uttarakhand State in the Central Gangetic Himalayan region. The institute is carrying out fundamental research in various fields of Atmospheric Science, Astronomy & Astrophysics and Solar physics.

B. DETAILS

Name of the Purchaser:

The Director, Aryabhatta Research Institute of Observational Sciences (ARIES),
Under Department of Science Technology (DST), Govt. of India
Manora Peak, Nainital -263 001, Uttarakhand

C. TIME SCHEDULE

The CRITICAL DATE SHEET are as under:-

| | |
|---|--|
| Date of publishing on CPP Portal | 12-08-2021 |
| Document Download Start Date & Time | 12-08-2021 02:00 PM |
| Clarification/Site visit Start Date & Time | 16-08-2021 10:00 AM to 16:00 PM |
| Clarification/Site visit End Date & Time | 31-08-2021 10:00 AM to 16:00 PM |
| Bid Submission Start Date & Time | 12-08-2021 02:00 PM |
| Document Download End Date & Time | 02-09-2021 11:00 AM |
| Bid Submission End Date & Time | 02-09-2021 11:00 AM |
| Bid Opening Date & Time for opening of Technical bids | 03-09-2021 11:00 AM |
| Venue, Date and Time for opening of Financial bid | Will be intimated through online CPPP to Technically Qualified Tenderer. |
| Earnest Money Deposit (EMD) | Bid Security Declaration as per ANNEXURE - VI |




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D. SUBJECT AND BRIEF SCOPE OF WORK

ARIES intends to invite online bid submission through Central Public procurement (CPP) portal for comprehensive Annual Maintenance Contract (AMC) with full support maintenance of Multi-function Photocopier Machines installed in its office at Manora Peak and Devasthal campuses in Nainital district. Interested Bidders are requested to participate in this bidding only through the CPPP portal. Terms & conditions and other details are as given below.

- (a) Bid for comprehensive Annual Maintenance Contract (AMC) of Multi-function Photocopier Machines for a period of one (01) year are invited for ARIES office locations at Manora peak and Devasthal from the Original Equipment Manufacturer (OEM)/ authorized service dealer or partner of OEM/ reputed agencies holding prior experience of a minimum of three (03) years in servicing & repair of the Photocopier Machines, or providing the AMC services of the Photocopier Machines in any Public Sector Undertakings/Govt. Organizations/State or Central Govt. Universities.
- (b) Comprehensive AMC will cover Full Service Maintenance Agreement (FSMA) of the Multi-function photocopier machines including periodic maintenance services, supplies of consumables (drum, blade, etc., except toner cartridges) and spare parts required for maintenance and smooth functioning of the Multi-function photocopier machines, except power, paper and operator. Any defects reported in the Multi-function photocopier machines must be repaired/ replaced by the service provider at its own cost. Parts so replaced should be new and genuine OEM parts or as prescribed by OEM in their service manual and depending on the item under contract.
- (c) Comprehensive AMC would be initially for a period of one (01) year, however, the contract may be extended at same rates for second/ third year with consensus of both stakeholders, subject to providing satisfactory services as per terms and conditions in the contract. It may be noted that no request for hike in the approved rates will be entertained during the entire period of three (03) years for any reason.
- (d) The interested bidders should upload duly filled signed Bid form and their bids along with scanned copies of all the relevant documents in support of their bids - all duly signed, on the CPP Portal within the stipulated last date of BID submission.

NON SUBMISSION OF DOCUMENT ASKED IN THIS TENDER MAY LEAD TO REJECTION OF BID.



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E. CONTACT PERSONS FOR CLARIFICATION & INFORMATION

For Finance/ Administrative Queries:

Sh. Ravinder Kumar, Registrar

Aryabhatta Research Institute of Observational Sciences (ARIES),
Under Department of Science Technology, Govt. of India
Manora Peak, Tallital Sub PO, Nainital 263 001, Uttarakhand, India
Tel: +91-(5942) – 270729, **E-mail:** registrar@aries.res.in

For all other Enquiries (doubts or queries pertaining to technical solution):

Dr. Ashish Kumar, Engineer-E

Aryabhatta Research Institute of Observational Sciences (ARIES),
Under Department of Science Technology, Govt. of India
Manora Peak, Tallital Sub PO, Nainital 263 001, Uttarakhand, India
Tel: +91-(5942) – 2707815, +91 9759891466, **E-mail:** ashish@aries.res.in

F. INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.




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5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

G. SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

H. PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/ JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My



Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note:

My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

I. SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.



7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

J. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

K. GENERAL INSTRUCTIONS FOR TECHNICAL BID SUBMISSION

To qualify in the Technical bid the firm should have the minimum eligibility criteria as under and the Bidder in this regard must upload the scanned copy of the following supporting documents in the Technical bid failing which their bids shall be summarily/out-rightly rejected and will not be considered any further in the Technical bid.

- a. Bidder must be incorporated in India as Proprietary firm or partnership firm or private or LLP or Ltd. Company under the Companies Act/Limited Liability Partnership Act. **Certificate of Registration/ Certificate of Incorporation and other relevant documents** for this criteria must be provided by the bidder in Technical Bid, self-attested



by the authorized signatory of the bidder.

- b. Should have valid **Current Bank Account, Income Tax Return Filed Acknowledgment (last 03 years), PAN, GST, and Service Tax Registration Certificate**. All the supporting documentary evidences for this criteria must be provided by the bidder in Technical bid, self-attested by the authorized signatory of the bidder.
- c. Check lists of document (**ANNEXURE-I**)
- d. The bidder must have established registered/branch office in Uttarakhand/Uttar Pradesh/Delhi/New Delhi/ NCR region (documentary proof is to be provided in Technical bid).
- e. The Bidder must have an experience of minimum three (03) years in providing the comprehensive AMC services on the Multi-function Photocopier Machines in any Central Public Sector Undertakings/Govt. Organizations/State or Central Govt. Universities. Details on the completion of comprehensive AMC services on multi-function printers during last three (03) years, and their satisfactory performance certificate issued from any Central Public Sector Undertakings/Govt. Organizations/State or Central Govt. Universities alongwith the contact details of concerned officers must be provided by the bidder in the Technical bid.
- f. List of at least 5 qualified services engineers of bidder with details of qualification and having more than 3 years of experience in the relevant field.
- g. All the supporting documents and printed literature furnished by the Bidder should be either in Hindi or in English language.

NOTE:

- i. No Price information shall be mentioned in Technical Bid otherwise the entire bid shall be rejected.

L. GENERAL INSTRUCTIONS FOR FINANCIAL BID SUBMISSION

- 1) The Prices quoted should be inclusive of all taxes or duties etc. at destination sites of ARIES (Manora Peak and Devasthal). ARIES, Nainital is registered with DSIR, Govt. of India and is exempted from Custom / GST in case of procurement of scientific instrument Exemption Certificate to this effect will be issued by ARIES, Manora Peak, Nainital, if required.
- 2) **Custom Duty/GST:** ARIES will provide necessary certificate as ARIES is registered with DSIR for the purpose of availing custom duty/GST exemption in terms of Government Notification No. 51/96-Customs dated 23rd July, 1996, Notification No. 28/2003- Customs



dt.01.03.2003, Notification No. 43/2017-Customs dated. 30.06.2017 & Notification No. 47/2017-Integrated Tax (Rate) Dt.14-11-2017, Notification No.10/2018-Integrated Tax (Rate) dt. 25.01.2018, Notification No. 45/2017-Central tax (Rate) DT 14.11.2017 and Notification No. 45/2017- Union Territory Tax (Rate) Dt. 14.11.2017 & Notification No. 9/2018-Central Tax (Rate) dated. 25.01.2018, Notification No. 9/2018- Union Territory tax (Rate) dated. 25.01.2018, as amended from time to time for research purposes only, to avail the exemption, ARIES shall provide the above certificate along with the supply order. Subject to above, indicate applicable duty.

- 3) The offered price in the financial bid shall be final. No variation in prices will be allowed under any circumstances during the entire period of contract. Nothing extra shall be paid on any account.
- 4) Prices shall be quoted in Indian Rupees (INR) only. All payment shall be made in Indian Rupees on Quarterly basis.
- 5) In preparing the financial bid, bidders are expected to take into account the requirements and conditions laid down in this bid document.
- 6) **Taxes/Other Charges:** GST charges should clearly be mentioned in the financial bid.
- 7) The price quoted by the bidders should be realistic and viable.
- 8) **Errors & Rectification:** If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.

M. AWARD OF CONTRACT

Contract will be awarded to successful bidder and a copy of the award of the contract will be uploaded in CPPP Portal after finalizing the tender.

N. DETAILS OF BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- a. **Exemption for Bid Security:** Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprise (MSMEs) or are registered with the Central Purchase Organization or Concerned Ministry or Department or Startups as recognized by Department of Industrial Policy and Promotion are exempted from BID SECURITY. Such bidder needs to submit relevant certificate issued by competent authority along with technical bid of tender.



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- b. The Bidders will be defined his exemption certificate which is relevant to our Tender category for EMD exemption, If the bidder will not provide the relevant category of certificate then exemption will not be applicable.
- c. Bid Security Declaration ANNEXURE-VI.

O. TERMS AND CONDITIONS & GENERAL CONDITIONS OF CONTRACT

- [1] Bidder should take into account any corrigendum published on this bid document at CPPP portal before submitting their bids.
- [2] **Inspection of site.** The bidder or his representative shall be deemed to have inspected and examined the site and surroundings before submitting the bid and shall obtain the necessary information as to risks and other circumstances which may influence or affect the bid. Bidder can inspect the Photocopier Machines, before participation of bid during the period mentioned in the Table under 'C. TIME SCHEDULE'.
- [3] **Uploading of Bids.** Bids should be upload by Bidders under their original memo/ letter pad inter alia furnishing details like TIN/GST number, Bank address, etc. and complete postal & e-mail address of their office.
- [4] While submitting the bid, the bidder shall be deemed to have read, understood and accepted all the terms and conditions stated in this Document.
- [5] **Bid Validity:** The bid should be valid for acceptance up to a period of 120 Days. The Bidders should be ready to extend the validity, if required without any additional financial implications.
- [6] **Evaluation Criteria**
- The Bidders are required to upload bid as per Bid Specification provided on the CPP Portal.
 - Each and every page of attached document should be signed and stamped by bidder or its authorized representative of Bidders.
 - Director ARIES, Nainital shall constitute a Technical Evaluation Committee (TEC) to evaluate the responses of the bidders.
 - The TEC shall evaluate the responses to this Tender and check for all the supporting documents / documentary evidence by the individual bidders. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
 - Bid with incomplete information, subjective, conditional offers and partial offers may be rejected out rightly.
 - The decision of the TEC in the evaluation of responses to the bid shall be final. No



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correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

- vii. The TEC may recommend for rejection of any or all proposals on the basis of any deviations.
 - viii. The financial bid of only the bidders recommended by the TEC will be opened.
 - ix. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder.
 - x. The bidder which has the lowest qualifying financial bid will be declared as L1 and will be considered for award of the contract.**
- [7] A formal contract shall be executed into with the successful Bidder. In this contract, the successful Bidder shall be defined as Contractor or Service provider.
- [8] **Effective Date of the Contract.** The contract shall come into effect on the date of contract signing by both the parties (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.
- [9] **Subletting of the comprehensive AMC activities.** The service provider shall be responsible for maintaining necessary uptime during the AMC period. Service provider shall remain the single point of contact for ARIES. No consortium, subletting or hiring services of other company for execution of this job shall be allowed.
- [10] The comprehensive AMC will cover Full Service Maintenance Agreement (FSMA) including consumables, drum, blade etc. except toner cartridges, power, paper and operator.
- [11] The successful bidder, henceforth service provider would be wholly responsible for providing all the jobs/services specified in this bid document.
- [12] **Termination clause.** Director, ARIES shall have the right to terminate this Contract in part or in full in any of the following cases:-
- i. The delivery/commencement of the services is delayed for causes not attributable to Force Majeure for more than (30 days) after the scheduled date of delivery/ services.
 - ii. The service provider is declared bankrupt or becomes insolvent.
 - iii. When the service provider fails to honor any part of the contract including failure to deliver the contracted stores/render services in time. When the service provider is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.
 - iv. When the item offered by the service provider repeatedly fails in the inspection and/or the service provider is not in a position to either rectify the defects or offer items



conforming to the contracted quality standards.

- v. Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.
 - vi. During the period of agreement if it is found that the service provider is not providing proper services or charging by fraudulent manner or otherwise, the agreement will be terminated after giving 30 days' notice.
- [13] **Insurance:** Transit insurance whenever applicable covering all risk for all the consumable or other items is to be arranged by the successful bidder/ contractor.
- [14] **Observance of law and export licenses:** The Contractor shall comply with all laws, ordinance, rules and regulations bearing upon the performance of its obligations under the terms of this bid. If an export license or any other governmental authorization is required for the Goods, it shall be the obligation of the Contractor to obtain such license or governmental authorization.
- [15] **Transportation of Goods:** The contractor will arrange transportation of any required items/goods required for maintaining the photocopier machine as per its own procedure.
- [16] **Counter terms & conditions of bidder:** Where Counter Terms and Conditions/printed or cyclostyled conditions have been offered by the bidder, the same shall not be deemed to have been accepted by ARIES, unless specific written acceptance thereof is obtained.
- [17] **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- [18] **Arbitration:** Any disputes, legal action/matters, arising out of/ resulting from/related or incident to the bid /quotation/Purchase order/invoices/delivery/payments shall be subject to exclusive jurisdiction of Nainital -263001. Laws of India shall govern this bid document as well as any or all transactions /documents/deeds/actions/PO arising out of/ resulting from this bid.
- [19] **Language of the Bid Proposal:** The Language of the bid proposal as prepared by the Bidders should be in English and all further correspondence with the office and all the documents pertaining to the bid proposal shall be in English and/or Hindi.
- [20] **Institute's Rights:** Director, ARIES reserves the right to accept or reject any or all the bids without assigning any reason thereof. Director, ARIES reserves the right to withdraw/cancel the bid any time without assigning any reason.



[21] **Terms of Payment:**

- i. No advance payment against pro forma invoice will be made.
- ii. **Performance Bank Guarantee (PBG):** The successful bidder has to submit performance security in the form of Bank Guarantee of 3% of the total value of item. This Performance Bank Guarantee will be released beyond 2 months after the completion of the AMC period.
- iii. **Full Services Maintenance Charges.** In consideration of the maintenance/ repair/ service/ supply provided by the service provider, ARIES will pay to the L-1 service provider as per the amount finalized during awarded of the contract as per the terms mentioned in this contract. Service tax as applicable shall be paid extra at actual. No advance shall be paid for the work.
- iv. FSMA charges shall be paid by ARIES to the service provider on **quarterly basis**. Liquidity Damage (LD) amount as per clause **R.2.ii(r)** and other relevant clauses of this document if any would be deducted from the payment due to the service provider.
- v. All invoices shall contain the ARIES Purchase Order number, and a description on the services provided.
- vi. ARIES shall not pay any charge for late payments.

- [22] **Force Majeure:** "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. If the performance of the obligation of either party is rendered commercially impossible by any of the events hereinafter mentioned the same party shall notice of 15 days from the date of such an event in writing to the others party. a) Government Regulation. b) Legislation. c) Natural disasters. d) Strike e) Lock out f) Act of God.

- [23] **Important Note:** Amendment, Corrigendum if any to this tender document, will be hosted only on ARIES WEBSITE and CPP Portal and no separate press notification will be issued. Bidders are advised to visit our website and CPP Portal regularly to know such details.

P. PREFERENCE TO 'MSME'

ARIES complies with Public Procurement Policy **Micro and Small Enterprises (MSEs) Order, 2012** as notified under **section 11** of MSME Act, 2006. Purchase preference shall be given to MSEs in all procurements undertaken by ARIES in the manner specified as below:

- i. In case bid is splittable or dividable, etc., MSMEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSMEs, shall be allowed to supply at least



20% of bid value at L-1 subject to lowering of price by MSMEs to L-1.

- ii. In case bid is non-splitable or non-dividable etc., MSEs quoting price within price band L-1 + 15% may be awarded for full/complete supply of total bid value to MSME, considering spirit of policy for enhancing the Govt. Procurement from MSME.

Q. PREFERENCE TO 'MAKE IN INDIA'

ARIES complies with Public Procurement Policy (Make in India) vide order No. P-45021/2/2017-PP (BE-II) dated 16 Sept 2020, issued by Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, Govt. of India. Purchase preference shall be given to local suppliers in all procurements undertaken by ARIES in the manner specified in the above-mentioned O.M. Further, the guidelines mentioned below shall be followed:

Verification of Local Content.

- a. This 'Class-I local supplier'/'Class-II local supplier' at the time of bid, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class -II local supplier' as the case may be. They shall also give details of the location(s) at which the local value addition is made.

Definitions:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

- 'Class -I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this order.
- 'Class -II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 20% but less than 50%.
- 'Non-local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%.




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R. SCOPE OF WORK

1. Schedule of Requirements – List of items / services required is as follows:

Details of the Photocopier Machine:

| Sl.No | Make | Model | Qty | Location | Purchase Year |
|-------|---------|-----------------------|-----|-------------------------|---------------|
| 1. | Kyocera | TaskAlfa 4500i | 03 | Manora Peak | 2012 |
| 2. | Kyocera | MFP FS-6025 | 01 | Manora Peak | 2012 |
| 3. | Kyocera | MFP FS-1135 | 03 | Manora Peak | 2012 |
| 4. | Kyocera | FS-3140MFP+ | 02 | Manora Peak & Devasthal | 2012 |
| 5. | Kyocera | TaskAlfa 4501i | 01 | Manora Peak | 2013 |
| 6. | Kyocera | MFP 6530 | 01 | Devasthal | 2013 |
| 7. | Kyocera | TaskAlfa 1800 | 01 | Manora Peak | 2015 |
| 8. | Kyocera | TaskAlfa 1801 | 01 | Manora Peak | 2015 |
| 9. | Kyocera | MFP FS-2035/ M2035DN | 03 | Manora Peak & Devasthal | 2017 |
| 10. | Kyocera | MFP 1120 | 04 | Manora Peak | 2016 |
| 11. | Kyocera | TaskAlfa 2550ci COLOR | 01 | Manora Peak | 2012 |
| 12. | Kyocera | MFP 8520 – COLOR | 02 | Manora Peak & Devasthal | 2013 |
| 13. | Kyocera | FS-C5150DN COLOR | 02 | Manora Peak | 2013 |
| 14. | HP | LaserJet Pro M1213NF | 03 | Manora Peak | 2011 |
| 15. | HP | LaserJet P3005 | 02 | Manora Peak | 2011 |

Present condition: Serviceable (Majority (~90%) of the above-mentioned Printers were under AMC till December 2020)

2. Special Technical Terms and Conditions:-

- The comprehensive AMC shall cover full service maintenance agreement (FSMA) that involves repair and replacement of all defective parts including all configurationally assemblies, internal/external with the machine such as Printer Head, Flusher Assembly, Paper Feeder Assembly, Printer Teflon, Roller gears, Lens, Heater, sensor assembly, Inter connected cables and connectors, Power adaptors and all PCB (including logic card, power assembly, power card,) of the machine. Comprehensive AMC shall also include replacement of all unserviceable parts including drum, rubber, blade etc. except toner cartridges, power, paper and operator. Also AMC includes all software related problem for installation and configuration of various printers.
- The service provider has to undertake full services maintenance of the Photocopier Machine initially for a period of one (01) year from the date of signatures of both the parties on the contract. During this



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period the service provider shall maintain the system as per procedures specified in agreement/contract. The service provider /successful bidder has to provide the following services to keep the system in good working order:-

- Maintenance, repair and supply of all the consumables and spare parts which are required to be replaced, at the exclusive risk, responsibility, and the cost of the service provider.
- Maintenance and upkeep of equipment peripherals.
- Attending to minor and major breakdowns on the hardware and software which constitute the parts of the photocopier machine.
- Periodical **preventive maintenance service**. The successful bidder's service engineer will make a visit every month on mutually agreed dates to the site to carry out functional check-up and minor adjustments on all the machines, as may be required irrespective of the fact whether there is any breakdown call. The contractor's service engineer has to physically inspect each Photocopier machine or any defects/problems there in, and must perform the following minimum jobs for each Photocopier machines under AMC during the service personnel visit.

| Sl.No | Task | Description and Steps |
|-------|---------------------------------------|--|
| 1. | Exterior cleaning | Clean the outside of the cabinet with a soft, lint-free cloth and mild liquid cleaner. |
| 2. | Interior cleaning | Over time, particles of paper and ink accumulate inside the printer. Paper dust and ink build-up must be periodically removed to avoid degraded print quality. Vacuum carefully around the hammer bank and surrounding area to avoid damage. To avoid corrosion damage, use only Electronic Contact Cleaner when cleaning the printer mechanical elements. Solutions used to clean mechanical elements must contain no water. |
| 3. | Adjustment for improved print quality | Adjustment to print settings to be done on as required basis for improved print quality. |

- The service engineer has to obtain a satisfactory working certificate from the ARIES concerned representative and users (if necessary). The status report of printers must be submitted alongwith invoice for processing of respective quarter bills.



- f. **Breakdown maintenance Service.** In case of any breakdown of the equipment/system, on call from the ARIES representative, the service provider has to provide maintenance service to make the equipment/system serviceable. Breakdown maintenance service response time should not exceed 48 hours. In case of non-availability of spares with the service provider and not repaired within 72 hours, the service provider will have to provide the same or equivalent model/make/configurations with filled toner cartridges, ribbon, etc. in running condition till the time unserviceable Photocopier machine made serviceable.
- g. The spares parts, consumables should be new and genuine OEM parts or as prescribed by OEM in their service manual and depending on the item under contract.
- h. The service provider should assign trained, experienced and competent service engineer for carrying out necessary maintenance services for the Photocopier Machines using appropriate materials and tools/equipment's as per benchmarked maintenance practices/ OEM manuals and to provide efficient engineering services in the ARIES premises. The service engineer visiting the site must be conversant with LCD Message Troubleshooting mentioned in Maintenance manual of the particular model to effectively identify and troubleshoot defects.
- i. Continuous efforts should be made by the service provider to minimize the downtime of the equipment as a part of its duties. The service provider shall ensure that all the equipment's are maintained at optimum operating levels.
- j. The service provider shall provide all the necessary and adequate tools/instruments required for service and maintenance of the equipment's to the service engineer responsible for upkeep of equipment at ARIES premises.
- k. Cost of employing expertise, cost of travel, and transportations for repair or in case of sending faulty printer at repair center and providing the same or equivalent model/make/configurations photocopier machine shall be borne by the service provider.
- l. **Response Time.** The response time of the service provider should not exceed **48 hours** from the time the breakdown is intimated by ARIES. Majority of faults should be rectified in the first response itself. In case the system is not repaired, or an alternative system with same or equivalent model/make/configurations with filled cartridges/tonner/ribbon in running condition is not supplied within the period of 72 hours from the time of failure reported, then in addition to the penalty, ARIES may choose to get the same repaired by or part replaced by other authorized/suitable service agency and the cost and expenditure incurred therein shall be recoverable from the contractor.
- m. **Supply of consumables:** The service provider should ensure timely supply of consumables like drum, etc. for uninterrupted functioning of the machine. The service provider, at his own discretion



may make advance supplies, if felt necessary, keeping in mind consumption pattern/yield of consumables. There should be no delay in supply of consumables owing to any circumstances arising due to whatsoever factors.

- n. The service provider shall replace all parts which exhibit repetitive faults of similar nature more than twice (after rectification) with either new parts or parts with equivalent performance.
- o. Any problem likes spillage/leak or incompatibility etc., will be treated as “faulty supply” and the same will be summarily rejected. Any repeat of the same problem will make the service provider solely responsible and will attract penalty.
- p. The dusting and cleaning shall be performed with a vacuum cleaner and Cleaning solution like Isopropyl Alcohol 99% which shall be provided and maintained by the service provider himself. The service provider shall bear the cost of the spares consumed, labour charges and overheads for maintenance/ defect identification and repair. This includes the cost of all special tools, cleaning material and test equipment, which may be utilized.
- q. Required spares to attain this serviceability may be stored on-site by service provider at its own cost. If total downtime exceeds permitted downtime, Penalty would be applicable for delayed period.
- r. The cumulative penalty cannot exceed 10% of the contract value. The contract may be terminated by ARIES once this limit is breached without any prejudice to other contractual remedy.

| Sl.No | Services | Performance | | Penalties for breach | |
|-------|---|---|---------|---|-----------------------------|
| | | Base line | Lower | 1 instance | 2 instance |
| 1. | Log sheet maintenance | Per visit/per maintenance arising on call | N/A | >2, 1% will be charged from the total order value | |
| 2. | Preventive maintenance service | Monthly | N/A | 1% of total contract amount | 2% of total contract amount |
| 3. | Breakdown maintenance service | within 48 hr | > 72 hr | 1% of total contract amount | 2% of total contract amount |
| 4. | Supply of Consumables (Drum, etc.) | within 48 hr | > 72 hr | 1% of total contract amount | 2% of total contract amount |
| 5. | Replacement of unserviceable spare parts of the equipment | within 48 hr | > 72 hr | 1% of total contract amount | 2% of total contract amount |
| 6. | System uptime | 95% | N/A | 1% of total contract amount | 2% of total contract amount |



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| | | | | | |
|----|----------------------------------|------|-----|-----------------------------|-------------------------|
| 7. | Failure to deliver FSMA services | zero | N/A | 3% of total contract amount | Termination of contract |
|----|----------------------------------|------|-----|-----------------------------|-------------------------|

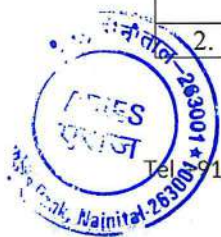
- s. The spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
- t. The work shall be carried out in close co-ordination and with least disturbance to the ARIES staff members.
- u. During the FSMA period, the service provider has to carry out all necessary servicing/repairs to the equipment/system under FSMA at the current location of the equipment/system. Prior permission of the ARIES would be required in case certain components/sub systems are to be shifted out of the location or cannot be repaired at site. On such occasions, before taking over the goods or components at its own cost and risk, the seller has to arrange an equivalent Photocopier machine till the time of repair and returning back of ARIES machine.
- v. **Telephone / E-mail support.** Complaints can be registered either telephonically or by e-mail provided by the Service Provider. For this Service Provider should provide a telephone/mobile number and monitored e-mail for registration of complaint/breakdown calls. Complaints can be registered by ARIES representative by quoting this agreement and providing details of the photocopier machine (i.e. Model, Serial No and location). Proper record of the registered complaints should be maintained by the Service Provider.
- w. The Service Provider is required to maintain the log sheet in the prescribed format (**FORMAT-1**), which will include number of services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number, serial number and any other necessary detail. Quarterly call logged and resolution data in pdf/excel format is to be provided with the invoice.

FORMAT-1

LOG SHEET: PHOTOCOPIER MACHINE

Location:
Make/Model:
Serial No:

| Sr.No | Fault details | Fault Log date/time by the ARIES | Fault rectification details (e.g. Drum, spare part replacement) | Fault rectification date/time | Signature of ARIES representative |
|-------|----------------|----------------------------------|---|-------------------------------|-----------------------------------|
| 1. | Toner required | 25 May 2021/09:00 hr | Toner replaced | 25 May 2021/13:00 hr | |
| 2. | --- | -- | -- | -- | |



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- x. The Contractor shall not, at any stage, cause or permit any nuisance at office premises or do anything which may cause unnecessary/disturbance or inconvenience to others.
- y. Damage arising during service/repair by engineer/representative of the service provider due to willful or negligent act will be borne by the service provider. Faults reported will be attended within the stipulated time by the technical staff of the service provider.
- z. **Extension of Time.** If the service provider requests for an extension of time for restoration of service on the ground of having been unavoidably hindered in its execution, or on any other ground, he shall apply in writing to ARIES within a period of 12 hours from the reporting of the complaint by ARIES. The ARIES may grant the extension if in his opinion the grounds are reasonable.
- aa. **Termination of FSMA:** ARIES reserves its right to terminate the maintenance contract at any time on breach of any term of this agreement by the service provider or its representative after giving a notice of one month. The service provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the service provider for maintenance services already provided in terms of this contract, the same would be paid as per the contract terms.
- bb. At the end of the AMC – contract period, both the user and AMC holder shall certify separately that the printers are in satisfactory working condition and that no fault or complaints are pending.
- cc. At the time of expiry of contract all the equipment's under maintenance shall be handed over in working condition so that handing over of AMC to next contractor takes place in a smoother manner. The service provider shall provide services for at least 15 working days from the date of expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in non-working condition till the last hour of the AMC contract period should be rectified by the outgoing AMC Contractor without any extra cost to the department.




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ANNEXURE-I

**CHECK LIST OF DOCUMENT
(TO BE SUBMITTED AS A PART OF TECHNICAL BID)**

| Sr.No | Check list of documents/ undertakings | Compliance Yes/No. | Reference, Page No |
|-------|---|-----------------------|-----------------------|
| 1. | Name and registration/incorporation details of bidding firm/company. | | |
| 2. | Registered office address of the firm with Telephone, E-mail address, and Fax No. if any. | | |
| 3. | Name, Designation, Address, and Contact details (E-mail and Mobile no.) of the Person Authorized to deal with this bid | | |
| 4. | Registered office/branch address of the firm in Uttarakhand/Uttar Pradesh/Delhi/New Delhi/ NCR region | | |
| 5. | Specify your firm/company is a manufacturer/ authorized dealer/ distributor/ Agency(Attach attested copy) | | |
| 6. | Documents bearing MSME/NISC registration detail, if any | | |
| 7. | PAN Card No. (Attach attested copy) | | |
| 8. | GST Reg. No. (Attach attested copy) | | |
| 9. | Service Tax registration letter/certificate | | |
| 10. | Detail of the Banker of Company/ Firm/agency Name of the Bank Address of the Bank Account Type Account No IFSC Code | | |
| 11. | Copy of Income Tax Return Filed Acknowledgments for last Three years. | | |
| 12. | Audited balance sheet and profit and loss account for the last 03 financial years. | | |
| 13. | Scanned Bid Document duly signed and Stamped by the bidder as a token of acceptance of all the terms and conditions. | | |
| 14. | TENDER ACCEPTANCE LETTER (ANNEXURE-II). | | |
| 15. | The bidders should not have been suspended or blacklisted by any Govt. Organization (An undertaking to this effect must be submitted by the bidder that the firm has not been suspended or blacklisted by any Govt. Organization on | | |



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| | | | |
|-----|--|--|--|
| | company letter Head. (ANNEXURE-III) | | |
| 16. | Declaration Certificate as per ANNEXURE-IV. | | |
| 17. | Technical compliance statement as per the bid document in ANNEXURE-V. | | |
| 18. | Proof of prior experience of a minimum of three (03) years in servicing & repair of the Photocopier Machines, or providing the AMC services of the Photocopier Machines in any Public Sector Undertakings/Govt. Organizations/State or Central Govt. Universities. | | |
| 19. | List of at least 5 qualified services engineers of bidder with details of qualification and having more than 3 years of experience in the relevant field. | | |
| 20. | Bid Security Declaration as per ANNEXURE-VI | | |
| 21. | Self-Certificate for Local Content ANNEXURE-VII | | |
| 22. | Submission of Certificate for tenders for works as per ANNEXURE-IX | | |

(Signature of Authorized Person)

Name:

Designation:

Name of Firm/Company/Agency:

Date:

Place:




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ANNEXURE-II

TENDER ACCEPTANCE LETTER
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

The Director,
ARIES, Manora Peak,
Nainital -263001

Sub: Acceptance of Terms & Conditions of the Tender.

Tender Ref. No. _____ Tender ID: _____

Dear Sir,

1. I / We have downloaded / obtained this bid document from the CPPP Portal.
2. I / We hereby certify that I / we have read the entire terms and conditions of this document from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc. ..), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the bidding conditions of above mentioned bid document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Yours Faithfully,

(Signature of Authorized Person)

Name:

Designation:

Name & seal of Firm/Company/Agency:

Date:

Place:




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ANNEXURE-III

**UNDERTAKING REGARDING BLACKLISTING
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)**

To,

The Director,
ARIES, Manora Peak,
Nainital -263001

Sub: Undertaking regarding Blacklisting.

Tender Ref. No. _____ Tender ID: _____

Dear Sir,

We hereby confirm and declare that we, M/s _____, is not blacklisted/
De-registered/ debarred by any Government department/Public Sector Undertaking/ Private Sector/ or
any other agency for which we have Executed/ Undertaken the works/ Services.

(Signature of Authorized Person)

Name:

Designation:

Name & seal of Firm/Company/Agency:

Date:

Place:




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ARIES, Manora Peak
Nainital.

ANNEXURE-IV

DECLARATION

(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

**The Director,
ARIES, Manora Peak,
Nainital -263001**

Tender Ref. No. _____ Tender ID: _____

1. I, _____ Son / Daughter / Wife of
Shri _____ Proprietor/Director authorized signatory of the
agency/Firm, mentioned above, is competent to sign this declaration and execute this bid;
2. I have carefully read and understood all the terms and conditions of the bid document and
undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any
false information / fabricated document would lead to rejection of my bid at any stage besides
liabilities towards prosecution under appropriate law.
4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency
was or is Proprietor or Partner or Director of any Agency with whom the Government have banned
/suspended business dealings. I/We further undertake to report to the Director, ARIES, Nainital
immediately after we are informed but in any case not later 15 days, if any Agency in which
Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency, which is
banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Signature of Authorized Person)

Name:


Designation:

Name & seal of Firm/Company/Agency:

Date:

Place:




**Registrar
ARIES, Manora Peak
Nainital.**

ANNEXURE-V

TECHNICAL COMPLIANCE SHEET
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

The Director,
ARIES, Manora Peak,
Nainital -263001

Tender Ref. No. _____ Tender ID: _____

Bidder has to provide compliance for every model mentioned below-

| Sl.No | Make | Model | Qty | Location | Purchase Year | Compliance for AMC Yes/No |
|-------|---------|-------------------------|-----|-------------------------|---------------|---------------------------|
| 1. | Kyocera | TaskAlfa 4500i | 03 | Manora Peak | 2012 | |
| 2. | Kyocera | MFP FS-6025 | 01 | Manora Peak | 2012 | |
| 3. | Kyocera | MFP FS-1135 | 03 | Manora Peak | 2012 | |
| 4. | Kyocera | FS-3140MFP+ | 02 | Manora Peak & Devasthal | 2012 | |
| 5. | Kyocera | TaskAlfa 4501i | 01 | Manora Peak | 2013 | |
| 6. | Kyocera | MFP 6530 | 01 | Devasthal | 2013 | |
| 7. | Kyocera | TaskAlfa 1800 | 01 | Manora Peak | 2015 | |
| 8. | Kyocera | TaskAlfa 1801 | 01 | Manora Peak | 2015 | |
| 9. | Kyocera | MFP FS-2035/ M2035DN | 03 | Manora Peak & Devasthal | 2017 | |
| 10. | Kyocera | MFP 1120 | 04 | Manora Peak | 2016 | |
| 11. | Kyocera | TaskAlfa 2550ci COLOR | 01 | Manora Peak | 2012 | |
| 12. | Kyocera | MFP 8520 – COLOR | 02 | Manora Peak & Devasthal | 2013 | |
| 13. | Kyocera | FS-C5150DN COLOR | 02 | Manora Peak | 2013 | |
| 14. | HP | LaserJet Pro M1213NF | 03 | Manora Peak | 2011 | |
| 15. | HP | LaserJet P3005 | 02 | Manora Peak | 2011 | |

(Signature of Authorized Person)

Name:

Designation:

Name & Seal of Firm/Company/Agency:

Date:

Place:



(Signature)
Registrar
ARIES, Manora Peak
Nainital.

ANNEXURE-VI

BID SECURITY DECLARATION FORM
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

The Director,
ARIES, Manora Peak,
Nainital -263001

Tender Ref. No. _____ Tender ID: _____

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

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

- withdrawal/modification/amendment, impairment or derogation from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the receipt of your notification of the name of the successful Bidder. In case, the successful vendor withdraw or modify their bids during period of validity etc, they will be suspended for the one year.

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

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)


Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ **day of** _____ (insert date of signing)

Corporate Seal (where appropriate)




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ANNEXURE-VII

FORMAT FOR SELF-CERTIFICATE FOR LOCAL CONTENT
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

**The Director,
ARIES, Manora Peak,
Nainital -263001**

Sub: Self-Certificate for Local Content

Tender Ref. No. _____ **Tender ID:** _____

* I / We(Name of the Bidder) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under 'Class-I Local Supplier' Category. As being 'Class-I Local Supplier', we are eligible for Purchase Preference under 'Make in India' Policy order No.P-45021/2/2017-PP (BE-II) dated 16 Sept 2020 and Vide order No. P-45020/102/2019-BE-II-Part (1) (E-50310) Dated: 04-03-2021.

OR

** I / We(Name of the Bidder) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 20% but less than 50% and come under 'Class -II Local Supplier' Category.

OR

*** I / We(Name of the Bidder) hereby confirm in respect of quoted item(s) that Local Content is less than 20% and come under 'Non-local supplier' Category.

The details of the location(s) at which the local value addition made is/are as under:

- 1.....
- 2.....
- 3.....

*Applicable for 'Class-I Local Supplier' Category

** Applicable for 'Class-II Local Supplier' Category

*** Applicable for 'Non-local supplier' Category

Yours faithfully,

(Signature & Seal of the Authorized Signatory of Bidder)

Name and Designation of Authorized Signatory:

Name of Firm/Company:

Place:

Date:


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ANNEXURE-VIII

BID SECURITY DECLARATION FORM
(TO BE SUBMITTED AS A PART OF TECHNICAL BID ON COMPANY LETTERHEAD)

To,

The Director,
ARIES, Manora Peak,
Nainital -263001

Tender Ref. No. _____ Tender ID: _____

WHEREAS

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch




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ANNEXURE-IX

Format of Certificate for tenders for works under Rule 144(xi) in the General Financial Rules (GFRs), 2017.

Tender Ref. No. _____ **Tender ID:** _____

We, M/s ----- are a private/public limited company/Firm/agency incorporated under the provisions of the companies having our registered office at----- (referred to as the Bidder) are desirous of participating in the tender process in response to your captioned tender and in this connection we hereby declare, confirm and agree to comply the instruction contained in Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017.

Authorised Signatory M/s-----

Signature and Name Seal of the Bidder




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