



TAMIL NADU ARASU CABLE TV CORPORATION LTD (TACTV)

**தமிழ்நாடு அரசு கேபிள் டிவி நிறுவனம்
(A Government of Tamil Nadu Undertaking)**



Request for Quotation

Annual Maintenance Contract

For

PVC CARD PRINTERS

RFQ No.TACTV/007/AMC FOR PVC CARD PRINTER/2018-19

BID DOCUMENT

Date of Release of Tender	6.12.2018
Last Date for Submission of Bid & Date of Opening of Bid	21.12.2018

NOTE: The Bid should be placed in a Cover & Sealed

Regd. Office: Dugar Towers, No.34 (123) 6th Floor, Marshalls Road,
Egmore, Chennai - 600 008

Phone: +91-44-2843 2911, Fax: +91-44-2825 3021,

Email: tactv@tactv.in

Website: www.tactv.in

Important Notice

This Tender process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

Checklist

The following items must be checked before the Bid is submitted:

1. Eligibility, Technical and commercial bids prepared in accordance with the RFQ document.
2. Envelope "A" Technical Response
3. Envelope "B" Price bid
4. RFQ document duly sealed and signed by the authorized signatory on every page.
5. Demand Draft / Banker's Cheque of INR **50,000**-(Rupees Fifty Thousand Only) towards Bid Security in Envelope – "A" Earnest Money Deposit (EMD)
6. All the pages of Eligibility Criteria Response, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
7. All relevant certifications, audit reports, to be enclosed to support claims made in the Bid must be in relevant Envelopes.
8. All the pages and documents submitted as part of the Bid must be duly sealed and signed by the authorized signatory.
9. Prices to be quoted in Indian Rupees (INR).

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I. Bid Schedule and Address

This RFQ is circulated only among the Organizations authorized with OEM for Services and Maintenance.

You are requested to submit your price offer **as per the Price Bid Format Specified in Annexure - 7** in a **Single Sealed Cover** along with this bid document (after signing in all pages) at TACTV on or before the below mentioned date and time. Proposals received after the due date and time will be summarily rejected.

TAMIL NADU ARASU CABLE TV CORPORATION LIMITED

1.	Tender inviting Authority, Designation and Address	The Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd., Dugar Towers, 6 th Floor, No.34 (123), Marshalls Road, Egmore, Chennai-600 008 Telephone No.044-28432911, Fax No. 044-28432913 E-Mail: tactv@tactv.in
2.	A) Name of the Work	Annual Maintenance Contract of PVC Card Printers in all Arasu e-Sevai Centres run by TACTV across Tamil Nadu.
	B) Tender reference	No.TACTV/007/AMC FOR PVC CARD PRINTER/ 2018-19
	C) Place of work	All Arasu e-Sevai Centres located at District Collectorate, Taluks, Municipalities, Zones and Divisions of certain Corporation in Tamil Nadu.
3.	Tender documents available place	The tender document shall be obtained from Tamil Nadu Arasu Cable TV Corporation Limited (TACTV), No.34/123, 6 th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai - 600 008 on payment of Rs.1,000/- payable in the form of Demand Draft drawn on any Indian Nationalized/Scheduled Commercial Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Ltd" payable at Chennai or it can be freely downloaded from www.tactv.in and www.tenders.tn.gov.in at free of cost till closing date and time of the Tender.
4	Earnest Money Deposit (EMD)	Rs.50,000/- (Rupees Fifty Thousand Only) shall be paid by way of Demand Draft or Banker's Cheque drawn in favour of Tamil Nadu Arasu Cable TV Corporation Ltd., payable at Chennai only.
5	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid shall be submitted MANUALLY or REGISTERED POST . Stage-1 – Technical Bid, Stage-2 – Price Bid opening. Tenders received after the due date and time will be summarily rejected.
6	Last Date, Time and Place of submission of Tender	21.12.2018 @ 3.00 PM at the address mentioned in Column (1) above.
7	Date, Time and Place of opening of the Bids	21.12.2018 @ 3.30 PM at the address mentioned in Column (1) above.

II. Introduction

2. About TACTV

Tamil Nadu Arasu Cable TV Corporation Ltd (TACTV), a Government of Tamil Nadu undertaking, incorporated under the Companies Act, 1956 with an aim to provide high quality cable signals to the public through Local Cable Operators at an affordable cost.

The Hon'ble Chief Minister of Tamil Nadu revived and revamped the Tamil Nadu Arasu Cable TV Corporation (TACTV) and inaugurated the Cable TV Services for Tamil Nadu on 02-09-2011 and for Chennai Metro Area on 20-10-2012. The Hon'ble Minister for Information and Technology made an announcement in the Floor of the Assembly on 04-08-2014 that "TACTV will establish and run Common Service Centres (CSCs) in all the Districts. The digital cable TV operations was inaugurated by Hon'ble Chief Minister of Tamil Nadu on 1.9.2017.

As on date 659 TACTV Arasu e-Sevai centres are functioning across the State in all Collectorate premises, Taluks and Municipality of Districts across the State including Greater Chennai Corporation and Zonal Offices. The centres are well equipped with high speed Broadband Internet connectivity and are rendering a host of services like Certificates of Revenue Department, Social Welfare Department, Utility Bills payment facility, printing of EPIC card, Online booking for Text Books and online registration of TNPSC examinations and issue of Smart family cards to the public. Till 31.03.2018 about **1.50 Crore** number of services of relating to various department have been availed by the Public through TACTV Arasu e-Sevai centres.

At present in TACTV Arasu e-Sevai centres functioning across the State, PVC Card Printers of different vendors are in usage. The warrantee period of these printers have expired.

Therefore, TACTV has decided to go in for Annual Maintenance Contract (AMC) for maintenance of PVC Card Printers now in usage at TACTV Arasu e-Sevai Centres. Last date for submission of Tender Application is 21.12.2018 at 3.00pm.

2.1 Objective of this RFQ

Tamil Nadu Arasu Cable TV Corporation (TACTV) proposes to identify a vendor for providing comprehensive Annual maintenance for PVC Card Printers for a period of one year extendable as mentioned in this RFQ document.

III. Scope of Work

3. Scope of Work

a. SCOPE OF WORK FOR AMC for PVC Card Printers

The Vendor shall provide maintenance of PVC Card Printers (**EXCLUDING PRINTER HEAD**) for the period to be agreed in the Annual Maintenance contract.

- b. The scope of work is to provide support at the TACTV Arasu e-Sevai centres across the State as per Section 3.1 and Annexure-6.
- c. Service Window & Call registration: Support from Monday-Saturday (6 days except Government Holidays)
- d. Response: After call login, within 4 hours docket id to be given and telephone verification to be done. Responses within 24 hours of call logging and remote support can be done for rectification of fault.
- e. Resolution: After remote support, if complaint not resolved within 24 hrs, it should be attended in person within next 48 hrs.
- f. Call Registration Process: Via Phone & mail
- g. The Vendor shall attend unlimited breakdown calls on receipt of complaints. No Spares or any other items will be supplied by TACTV.
- h. All spares to be used shall be genuine or compatible spare parts (in that order) and the same shall be procured from the authorized dealer/s or Manufacturers
- i. Service offered shall be in accordance with the service instructions and standard practice of original manufacturer
- j. The Vendor shall maintain service call report on the nature of service rendered during each visit duly mentioning printer sl.number, nature of fault etc.,
- k. To co-ordinate with OEMs for support for configuration issues, hardware replacement etc.
- l. To provide patches, Upgrades during the period of AMC, wherever applicable, without any extra cost to TACTV
- m. To provide support for the PVC card printers in case they are shifted to other location
- n. All the above assets are in working condition and are in use which may be verified before commencement of AMC.
- o. Mandatory visit to each Centre every three months is required apart from service calls.

3.1 List of PVC Card Printers to be covered under the comprehensive on-site maintenance under this RFQ is as below :

S.No	District	EVOLIS primacy	ZEBRA ZEBRA Z32-00000200IN00	TOTAL
A	B	L	M	P=L+M
1	Ariyalur	5	0	5
2	Coimbatore	13	0	13
3	Cuddalore	12	0	12
4	Dharmapuri	8	0	8
5	Dindigul	9	0	9
6	Erode	13	1	14
7	Kancheepuram	4	0	4
8	kaniyakumari	2	0	2
9	Karur	6	0	6
10	Krishnagiri	2	0	2
11	Madurai	8	0	8
12	Nagapattinam	2	0	2
13	Namakkal	9	0	9
14	Perambalur	5	0	5
15	Pudukkottai	9	0	9
16	Ramanathapuram	10	0	10
17	Salem	8	0	8
18	Sivagangai	10	0	10
19	Thanjavur	9	0	9
20	The Nilgiris	2	0	2
21	Theni	5	0	5
22	Thoothukudi	11	0	11
23	Tiruchirappalli	7	0	7

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24	Tirunelveli	0	1	1
25	Tiruppur	0	8	8
26	Tiruvallur	1	0	1
27	Tiruvannamalai	6	0	6
28	Tiruvarur	9	1	10
29	Vellore	4	4	8
30	Villupuram	4	0	4
31	Virudhunagar	7	0	7
32	Chennai	38	0	38
Grand Total		238	15	253

Signature of the Bidder with Seal

IV. Eligibility Criteria

4. Eligibility Criteria

4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFQ document. The Bidder should also possess technical know-how and financial wherewithal that would be required to complete the scope of work. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Eligibility Criteria

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below. Failure to provide the desired information and documents may lead to disqualification of the Bidder.

- 4.2.1** The Bidder should be a Company registered under the Companies Act, 1956 since last three years.
- 4.2.2** The bidder should have minimum annual turnover of Rs.1 Crore during the last three financial years 2015-16, 2016-17 and 2017-18 or Calendar years 2016, 2017 and 2018 or the Bidder's financial year.
- 4.2.3** The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years i.e. 2015-16, 2016-17 and 2017-2018 or Calendar years 2016, 2017 and 2018 or the bidder's Financial Year.
- 4.2.4** The Bidder should be an authorized service provider for PVC Card printers.
- 4.2.5** The Bidder should not be currently blacklisted by any Government/Government agency/ Bank/ institution in India or abroad.
- 4.2.6** The Bidder should provide references of two clients, who have availed similar services from the bidder during the last 2 years as on date of submission of bids. Bidders can also submit atleast 2 clients name and contact details to whom service of card printers done.
- 4.2.7** The Bidder should be able to provide support at Chennai and Tamil Nadu.
- 4.2.8** The successful bidder after entering in to AMC, should support driver software and set up file whenever required by TACTV.

V. Duration of AMC

5. Duration of AMC

The duration of the maintenance period shall be initially for a period of one year renewable every year up to three years based on performance as mentioned against each asset in clause 3.1 "List of PVC Card Printer" to be covered under the comprehensive on-site maintenance under this RFQ".

VI. Instruction to Bidders

6. Instruction to Bidders

A. The Bidding Document

6.1 RFQ

- a) RFQ shall mean Request for Quotation
- b) Bid, Tender and RFQ are used to mean the same.

6.2 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A and B. The contents of the Envelopes are mentioned in clause 6.11.

6.3 Clarifications of Bidding Documents

- a) A prospective Bidder requiring any clarification on the Bidding Documents may notify TACTV in writing at TACTV's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.
- b) Bidders should submit the queries only in the format given below:

Sl. No	Document Reference	Page No	Clause No	Description in RFQ	Clarification Sought	Additional Remark (if any)

B. Preparation of Bid

6.4 Bid Price

Prices should include all cost including all taxes, duties levies, GST and fees whatsoever. Taxes should be shown separately in the Price Schedule.

6.5 Earnest Money Deposit (EMD)

- a) The bidder is required to deposit Rs.50,000/- (Rupees Fifty Thousand Only) in the form of Demand Draft/Pay Order in the favor of "**Tamil Nadu Arasu Cable TV Corporation** " payable at Chennai as Earnest Money Deposit.
- b) No interest will be paid on the EMD.

6.6 Return of EMD

- a) The EMD of the successful Bidder/s shall be returned / refunded after furnishing Performance Guarantee as required in the RFQ.
- b) EMDs furnished by all unsuccessful Bidders will be returned on the expiration of the bid validity / finalization of the successful Bidder, whichever is earlier.

6.7 Forfeiture of EMD

The EMD made by the bidder will be forfeited if

- a) The bidder withdraws its bid before opening of the bids.
- b) The bidder withdraws its bids after opening of the bids but before the Notification of the Award.
- c) The selected bidder withdraws its bid/proposal before furnishing Performance Guarantee.
- d) The bidder violates any of the provisions of the RFQ up to submission of Performance Bank Guarantee.
- e) Failure to accept the order by the selected Bidder within seven days from the date of receipt of the order makes the EMD liable for forfeiture at the discretion of TACTV. However, TACTV reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

- f) Failure to submit the Performance Guarantee within stipulated period from the date of execution of the contract makes the EMD liable for forfeiture. In such instance, TACTV at its discretion may cancel the order placed on the selected Bidder without giving any notice.

Period of Validity of Bids

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. TACTV holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

6.8 Format of Bid

The bidders shall prepare one hard copy (marked as "ORIGINAL") of the Bid.

6.9 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. C Submission of Bid

6.10 Two-Envelope Bidding process

- a) The Bid shall be prepared in 2 different envelopes, Envelope A, and Envelope B.
- b) Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as "Request for Quotation (RFQ) for AMC for PVC Card Printers".
- c) The inner and outer envelopes shall
 1. Be addressed to TACTV at the address mentioned in Section 1.
 2. The inner envelopes shall indicate the name and address of the Bidder.
 3. If the outer envelope is not sealed and marked as indicated, TACTV will assume no responsibility for misplacement of the Bid or premature opening.

6.11 Contents of the 2 Envelopes

a) Envelope "A" Technical Bid.

The following documents shall be inserted in Envelope A:

1. Bidders Letter for EMD-(Annexure-1).
2. Manufacturer's Authorization Form (Annexure-2)
3. Bidder Information – (Annexure-3)
4. Eligibility Criteria Matrix – (Annexure-4)
5. Declaration Regarding Clean Track record by Bidder – (Annexure-5)

6. Compliance sheet for Technical Specifications – (Annexure-6)
7. Masked Commercial bid
8. List of Service Centre's.
9. RFQ document duly signed by the authorized signatory

b) Envelope "B" Price Bid

1. Price Bid format– (Annexure – 7)
Price Format for **PVC Card Printers**

2. Price Bid form – (Annexure-8)

6.12 Bid Submission

- a) Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in Section 1.

- b) The offers should be made strictly as per the formats enclosed.

6.13 Bid Currency

All prices shall be expressed in Indian Rupees only.

6.14 Bid Language

The bid shall be in English Language.

6.15 Deadline for Submission

The last date of submission of bids is given in Section 1, unless amended by TACTV through its website.

6.16 Extension of Deadline for submission of Bid

TACTV, may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through TACTV website, in which case all rights and obligations of TACTV and Bidders will thereafter be subject to the deadline as extended.

6.17 Late Bid

Bids received after the scheduled time will not be accepted by TACTV under any circumstances. **TACTV will not be responsible for any delay due to postal service or any other means.**

6.18 Modifications and Withdrawal of Bids

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

6.19 Right to Reject, Accept / Cancel the bid

- a) TACTV reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. TACTV does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. TACTV also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

6.20 RFQ Abandonment

TACTV may at its discretion abandon the RFQ process any time before the issuance of Purchase Order.

6.21 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages.

6.22 Contacting TACTV

From the time of Bid opening to the time of Contract award, if any Bidder wishes to contact TACTV for seeking any clarification on any matter related to the Bid, it should do so in writing by seeking such clarification/s from an authorized person. Any attempt to TACTV with a view to canvas for a bid or put any pressure on any official of the TACTV may entail disqualification of the concerned Bidder or its Bid.

VII.BID OPENING**7. BID OPENING****7.1 Opening of Bids**

Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Technical Bids i.e. Envelope A.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope B will be opened.

7.2 Opening of Technical Bids

- a) TACTV will open Envelopes "A" in the presence of the Bidder's representatives who choose to be present on the date, time and address mentioned in Section 1 or as amended by TACTV from time to time.
- b) The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of TACTV.
- c) The Bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TACTV, the bids shall be opened at the appointed time and place on next working day."

7.3 Opening of Price Bids

- a) Only those Bids that are technically qualified will be eligible for opening of commercial bids. 'The representatives of the Bidders have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of TACTV.
- b) The Bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TACTV, the bids shall be opened at the appointed time and place on next working day."

VIII. BID EVALUATION

8. Bid Evaluation

8.1 Preliminary Examination of the Bids

- a) TACTV will examine the bids to determine whether they are complete, required information have been provided as underlined in the bid document, the documents have been properly signed, and whether bids are generally in order.
- b) TACTV may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- c) If a Bid is not substantially responsive, it will be rejected by TACTV and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

8.2 Evaluation of the Bids

- a) Compliance to Requirement stipulated in the RFQ, duly supported by documentary evidence will be evaluated in detail.
- b) Written reply, if any, submitted in response to the clarification sought by TACTV, if any, will be reviewed.
- c) TACTV may interact with the Customer references submitted by bidder, if required.

8.3 Evaluation of Commercial Bids

- a) Commercial bids of only the technically qualified shortlisted bidders will be opened and evaluated.
- b) Arithmetic errors in the Bids submitted shall be treated as follows:
 - 1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
 - 2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the TACTV, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
 - 3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

8.4 Successful Evaluated Bidder

- a) Bidder who has quoted the lowest will be declared as successful evaluated bidder who will be called L1 Bidder. The evaluation will be done taking the mean value of cost quoted for total AMC period and the extension period thereof. TACTV reserves the right to place the order with the L2 bidder, in case provided the L2 bidder matches the price quoted by the L1 bidder.

IX. TERMS AND CONDITIONS

9. Terms and Conditions

9.1 Notification of Award/Purchase Order:

After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, TACTV will send Notification of Award /Purchase Order to the selected Bidder

9.2 Single Bid Situation

Even if TACTV receives single bid or eventually there is only one bidder who qualifies in the technical evaluation process, TACTV will proceed towards price evaluation & subsequent identification of the vendor as mentioned in the RFQ evaluation section.

9.3 Performance Bank Guarantee (PBG)

- a) The Successful bidder shall submit a Performance Bank Guarantee (PBG), in the format prescribed by the TACTV, valid for 1 year to be renewed on yearly basis, with claim period of one year as per the statutory provisions in force, within 14 working days of the receipt of Purchase Order. The PBG should be for an amount equal to 5% as per The Tamil Nadu Transparency in Tender Act 1998 of the value of the Purchase Order for the relevant year. **(APPENDIX-1)**
- b) If the successful bidder does not submit this PBG, value of the PBG will be deducted from the payment to be made by TACTV.

9.4 Signing of Purchase Order

- a) Within 3 days of receipt of Purchase order the successful Bidder shall accept the Purchase Order.
- b) Failure of the successful Bidder to comply with the above requirements shall constitute sufficient ground for the annulment of the award.

9.5 Taxes and Duties

- a) All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per the prevailing rate.
- b) Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, GST both for State and Central Government, insurance, service taxes etc.
- c) The benefits realized by bidder due to lower rates of taxes, duties, charges and levies shall be passed on by the bidder to TACTV.

9.6 Penalty for delay in services

Penalty will be levied, if the calls are not resolved within 48 hours, as given below:

1. PVC Card Printers -Rs.100/- per equipment per day.

9.7 Payment Terms

Payment will be made on quarterly basis after completion of the quarter within 30 days on submission of performance report duly signed by the respective District Dy.Manager/Spl.Tahsildar of TACTV.

9.8 Price

There shall be no increase in price for any reason whatsoever.

9.9 Confidentiality and Publicity

The Bidder and subcontractors if any shall (whether he submits the tender) treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure 8 hereof.

1. In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.
2. The Parties' obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.
3. The terms of this clause shall continue in full force and effect for the contract/extended period from the date of disclosure of such Confidential Information.

4. In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

9.10 Indemnity

The bidder shall indemnify, protect and save TACTV and hold TACTV harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or purchase order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by TACTV, arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

9.11 Bidder's Liability

- a) The selected Bidder will be liable for all the deliverables.
- b) The Bidder's aggregate liability about obligations undertaken under the purchase order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/purchase order.

- c) The Bidder's liability in case of claims against TACTV resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

9.12 Termination of Contract

For Convenience: TACTV by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three months' prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective.

For Insolvency: TACTV may at any time terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TACTV.

For Non-Performance: TACTV reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions in a calendar year to maintain the service level prescribed by TACTV).

9.13 Force Majeure

- a) Notwithstanding the provisions of the RFQ, the successful bidder or TACTV shall not be liable for penalty 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. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving TACTV or Bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

b) If force majeure situation arises, the Bidder shall promptly notify TACTV in writing of such condition and cause thereof. Unless otherwise directed by TACTV in writing, the Bidder shall continue to perform its obligations under the contract as far as possible. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Contract at any time thereafter without notice. Neither party shall have any liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure.

9.14 Resolution of Disputes

All disputes or differences between TACTV and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of Courts at Chennai.

TACTV and the Supplier 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.

The dispute resolution mechanism to be applied shall be as follows:

1. In case of Dispute or difference arising between TACTV and the Supplier 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, 1996. Where the value of the Contract is above Rs.25 lakhs, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by TACTV and the Supplier. The third Arbitrator shall be chosen by mutual discussion between TACTV and the Supplier.
2. Arbitration proceedings shall be held at Chennai, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

3. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and Where the value of the contract is Rs.25 lakhs and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

9.15 Applicable Law, Jurisdiction and Governing Language

Applicable Law: The Agreement shall be governed by and interpreted in accordance with the Indian Law. The jurisdiction and venue of any action with respect to the subject-matter of this Agreement shall be the Courts of Chennai in India and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

9.16 Addresses for Notices

Following shall be address of TACTV and Bidder

TACTV address for notice purpose:

Tamil Nadu Arasu Cable TV Corporation Ltd.,

Dugar Towers, 6th Floor, No.34 (123), Marshalls Road,

Egmore, Chennai-600 008

Telephone No.044-28432911, Fax No. 044-28432913

CIN: U64204TN2007SGC /SGC064958 E-Mail: tactv@tactv.in

Bidder's address for notice purpose:

(To be filled by bidder)

X. Documents forms to be put in Envelope 'A'

ANNEXURE -1 BIDDER'S LETTER FOR EMD

To

The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Ltd.,
Dugar Towers, 6th Floor,
No.34 (123), Marshalls Road,
Egmore, Chennai-600 008

Subject:	RFQ No: TACTV/007/AMC/PVC card Printers/2018-19 for selection of vendor for the "RFQ for AMC for PVC Card Printers"
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We have enclosed an EMD in the form of a Demand Draft No. _____ issued by the branch of the _____ Bank, for the sum of Rs.50,000/- (Rupees Fifty Thousand Only). This EMD is as required by clauses 6.5, 6.6 and 6.7 of the Instructions to Bidders of the above referred RFQ.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

Signature of the Bidder with Seal

Annexure- 2 Manufacturers/OEM Vendor Authorization Form

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid]

Date:

To:

WHEREAS we _____ are official manufacturer/OEM vendors of _____ having factories at _____ do hereby authorize _____ to submit a bid the purpose of which is to provide support service for the Goods manufactured by us _____, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty, with respect to the services offered by the above entry

Signed by the Manufacturer/OEM Vendor:

Name:

Title:

Dated on _____ day of _____

Signature of the Bidder with Seal

ANNEXURE-3 BIDDER'S INFORMATION

Details of the Bidder				
1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public Ltd/Pvt.Ltd.)			
4	Details of Incorporation/Registration of the Company. Certificate to be submitted in Technical bid		Date:	
			Ref#	
5	Details of Commencement of Business, if applicable		Date:	
			Ref#	
6	GST Number			
7	Valid Service tax registration no.			
8	Permanent Account Number(PAN)			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	Mobile No. of the contact person			
12	E-Mail of the contact person:			
13	Fax No. (with STD Code)			
14	Website			
Financial Details(as per audited Balance Sheets) (in lakh)				
15	Year	2014-15	2015-16	2016-17
16	Networth			
17	Turn Over			
18	PAT			

Signature of the Bidder with Seal

ANNEXURE-4 ELIGIBILITY CRITERIA MATRIX

S. No	Description	Complied with statements	Proof attached
1.	Registered Company under the Companies Act, 1956 since the last Three years.	Yes/No	Proof should be Submitted
2.	The bidder should have minimum annual turnover of Rs.1 Crore during the last three financial years (2015-16, 2016-17 and 2017-18 or Calendar Years 2016, 2017 and 2018 or the Bidder's financial year).	Yes/No	Audited balance sheets & Profit/ loss statement to be submitted.
3.	The Bidder should be a profit (profit after tax) making Company in any one of the last three financial years (2015-16, 2016-17 and 2017-18 or Calendar Years 2016, 2017, 2018 or the Bidder's financial year).	Yes/No	Audited balance sheets & Profit/ loss statement to be submitted.
4.	The Bidder should be an authorized service provider for OEM equipment's.	Yes/No	Manufacturers/ OEM Vendor Authorizations form To be attached. (Annexure-3)
5.	The Bidder should not be currently blacklisted by any Government/ Government agency/ Bank/ institution in India or abroad.	Yes/No	Bidder to submit clean track declaration separately (Annexure-6)
6.	The Bidder should provide references of two clients, who have availed similar services from the bidder during the last 2 years as on date of submission of the bid.	Yes/No	Proof should be submitted
7.	The Bidder should be able to provide support at Chennai and all Districts/Taluks of Tamil Nadu.	Yes/No	Provide List of Service Centres

Signature of the Bidder with Seal

ANNEXURE - 5 DECLARATION REGARDING CLEAN TRACK RECORD BY BIDDER

(On Company's Letter head)

To

The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Ltd.,
No.34 (123), 6th Floor, Dugar Tower,
Marshalls Road,
Egmore, Chennai-600 008.

Sir,

Ref. No.	TACTV/7/AMC/PVC CARD PRINTERS/2018-19 (RFQ for AMC for PVC Card Printers.
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I have carefully gone through the Terms and Conditions contained in the above referred RFQ for AMC for PVC card printer. I hereby declare that my company is not currently debarred/black listed by any Government/Semi Government organizations/ Institutions in India or abroad.

I further certify that I am competent officer in my company to make this declaration.

Or

I declare the following

Sl. No.	Country in which the Company is debarred/ blacklisted/ case is pending	Blacklisted/ debarred By Government/ Semi Government organizations/ Institutions	Reason	Since when and for how long

(NOTE: In case the company was blacklisted previously, please provide the details regarding Period

For which the company was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Signature of the Bidder with Seal

ANNEXURE - 6 COMPLIANCE SHEET FOR SCOPE OF WORK

Compliance and Scope of work for Maintenance of PVC Card Printer details as under.

Sl. No.	Make & Model	No. of Printers	Service Window	Yes / No	Resolution	Yes / No
1	EVOLIS PRIMACY Primacy	238	Monday - Saturday		Next Business day	
2	ZEBRA Z32- 00000200IN00	15	Monday - Saturday		Next Business day	
TOTAL		253				

If the work is not completed in full within the allowable time period, TACTV may be forced to terminate the contract and black list the Bidder from participating in any of the TACTV's Tenders. TACTV reserves the right to terminate the service contract in the event of unsatisfactory performance and claim damages for non-fulfilment of the contract.

XI.DOCUMENTS TO BE PUT IN ENVELOPE 'B'

ANNEXURE-7 PRICE FORMAT

A.PRICE FORMAT - AMC FOR PVC CARD PRINTER:

Sl. No.	Make & Model	No. of Printer	Quote per unit	1 st Year AMC (Rs.)	2 nd Year AMC (Rs.)	3 rd Year AMC (Rs.)
1	EVOLIS PRIMACY Primacy	238				
3	ZEBRA Z32-00000200IN00	15				
TOTAL		253				
GST						
SUB-TOTAL						
TOTAL (1st Year + 2nd Year + 3rd Year)						

B.PRICE FORMAT – SPARES (OPTIONAL PROCUREMENT)

Sl. No.	Make & Model	No. of Printer	Quote printer Head
1	EVOLIS PRIMACY Primacy Printer Head	238	
2	ZEBRA Z32-00000200IN00 Printer Head	15	
TOTAL		253	
GST			
SUB-TOTAL			
TOTAL (1st Year + 2nd Year + 3rd Year)			

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

ANNEXURE – 8 PRICE BID FORM

(To be included in Price Bid Envelope)

To

The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Ltd.,
No.34 (123), 6th Floor, Dugar Tower,
Marshalls Road, Egmore, Chennai-600 008.

Date:

Dear Sirs,

Ref No.	TACTV /007/AMC FOR PVC Card Printers 2018-19 (RFQ for AMC for PVC Card Printers)
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Having examined the Bidding Documents placed along with RFQ, we, the undersigned, offer to provide the required maintenance support in conformity with the said Bidding documents for the sum of Rs..... (Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by TACTV up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFQ. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this..... Day of.....2018

(Signature)

(Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Signature of the Bidder with Seal

ANNEXURE-9 MODEL FORM OF CONTRACT

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the AMC of IT Products)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is entered into at Chennai on the day of (Year) between Tamil Nadu Arasu Cable TV Corporation Ltd., a wholly owned Government of Tamil Nadu Undertaking, a Company registered under the Indian Companies Act, 1956 and having its Registered office at No.34 (123), Dugar Tower, 6th Floor, Marshalls Road, Egmore, Chennai-600 008 herein after referred to as "TACTV" (which term shall mean and include its Successors and permitted assigns) on behalf of Customer (s) to be communicated by TACTV from time to time (herein after referred to as "Purchaser (s)") and a Company registered under the Indian Companies Act, 1956 and having its Registered Office at hereinafter referred to as the "Successful Bidder" (which term shall mean and include its Successors and permitted assigns)

Whereas TACTV has invited a tender for Annual Maintenance Contract vide Tender No.TACTV/006/AMC FOR PVC CARD PRINTER/2018-19 for comprehensive maintenance of PVC Card Printers with spares for the period to be agreed in the Annual Maintenance contract including replacement of Printer head irrespective of the number of times at Arasu e-Sevai Centres run by TACTV throughout the State of Tamil Nadu and the CONTRACTOR herein has been selected as one of the CONTRACTORS as per the following terms and conditions:

Whereas TACTV and the CONTRACTOR, in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period of 1 year from the date of signing of this Contract. TACTV may terminate this contract at the risk and cost of the CONTRACTOR where the CONTRACTOR is in material breach of the terms and conditions of this contract and fails to remedy that breach within 14 days' written notice from TACTV. Termination of this contract by TACTV will not relieve the CONTRACTOR of its liability as agreed.
2. The Contract or any part share of interest in it, shall not be transferred or assigned by the CONTRACTOR directly or indirectly to any person or persons whomsoever without the prior written consent of TACTV.

Signature of the Bidder with Seal

3. Neither TACTV nor the CONTRACTOR shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:
- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - c) Accidents or disruptions including, but not limited to fire and explosions, breakdown of essential machinery or equipment, power and water shortages.
4. The Tender Ref.TACTV007//AMC FOR PVC CARD PRINTER/2018-19 along with the enclosures, the offer submitted by the CONTRACTOR, the negotiated and finalized terms and conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the CONTRACTOR are at variance with conditions of this contract or conditions stipulated in the tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the CONTRACTOR.
- 5.

Sl. No.	Category of Equipments	Penalty beyond Down time
1.	PVC Card Printer	Rs.100/- per day

6. **Payment Terms**

- a) No advance payment will be made.
- b) Payment will be made on quarterly basis after the completion of the quarter within a 30 days on submission of performance report duly signed by the respective district Dy.Manager/Spl.Tahsildar of TACTV.
- c) Penalty amount if any, will be adjusted in the payment due to the successful Bidder.
- d) All taxes and other levies imposed by Governments of India/Tamil Nadu will be paid at actual as applicable.

7. Unless otherwise provided in the Contract, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the CONTRACTOR to TACTV at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.
8. Any notice to the CONTRACTOR given or required to be given hereunder shall be given by either:
 - a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
 - b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
9. In case of breach of any of the conditions of the contract by the CONTRACTOR during the contract period, TACTV reserves the right to recover costs/liabilities arising directly due to such breach from the CONTRACTOR. The total liability, however arising, of the CONTRACTOR under the contract is limited to that amount payable to the CONTRACTOR by TACTV under the contract.
10. In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Managing Director of TACTV in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India and the language English only.
 - a) Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

The following document shall be deemed to form and be read and constructed as part of this Contract.

- a) Technical Specifications
- b) Tender Terms and Conditions
- c) Amendments issued by TACTV for the Tender document
- d) Corrigendum / Clarifications issued by TACTV for the Tender Document
- e) Detailed final offer of the Successful Bidder
- f) Purchase Order(s) issued by TACTV from time to time
- g) Correspondence made by TACTV to the Successful Bidder from time to time during the period of the contract.

Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

11. Termination of Contract

Termination for default - (a) TACTV may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver maintenance service within the time period(s) specified in the Contract, or (ii) if the Successful Bidder fails perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgement of TACTV, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

(b) In the event TACTV terminates the Contract in whole or in part, TACTV may procure the maintenance service through their OEM in such manner as it deems appropriate and the Successful Bidder shall be liable to TACTV for any additional costs for such similar service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

12. Termination for Insolvency - TACTV may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TACTV.

13. Termination for Convenience:- TACTV may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TACTV's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

14. TACTV reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.

15. Arbitration Clause:-

- (a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Managing Director of TACTV.
- (b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Managing Director of TACTV. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- (c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

- (d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator shall not grant interest.
- (e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- (f) The venue of the arbitration shall be Chennai and language English.
- (g) The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- (h) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of

**TAMIL NADU ARASU CABLE TV
CORPORATION LTD**

For and on behalf of

Successful Bidder

Witnesses:

1.

2.

Witnesses:

1.

2.

APPENDIX-1 BANK GUARANTEE FORMAT

(To be executed in Rs.100/- Stamp Paper)

To

The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Ltd.,
Dugar Towers, 6th Floor,
No.34 (123),
Marshalls Road,
Egmore, Chennai-600 008

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgement of claim:

This Deed of Guarantee executed by (Banker's Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of The Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd, 34/123, Dugar Towers, Marshalls Road, Egmore, Chennai 8 (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____/ - (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as "Supplier") against Letter of Acceptance reference _____ dated ___/___/___ of M/s. Electronics Corporation of Tamil Nadu Limited. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/ - (Rupees _____ Only) and the guarantee shall remain in full force up to ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before ___ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Supplier shall furnish you with a Bank Guarantee by a Scheduled/Nationalised Bank for the sum specified therein as security for compliance with the Supplier's performance obligations for a period in accordance with the contract.

Signature of the Bidder with Seal

AND WHEREAS we have agreed to give the Supplier a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier up to a total of Rs._____/ - (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/ - (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Supplier.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein

Our liability under this guarantee shall not be exceed Rs._____/ - (Rupees _____ Only). This bank guarantee shall be valid up to __ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____

Notwithstanding anything contrary contained in any law for the time being in force or bank practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice of invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at _____.

Witness:

(Signature)

(Name in Block Letters)

Signature of the Bidder with Seal