



ALIMCO

Artificial Limbs Manufacturing Corporation of India
(A GOVERNMENT OF INDIA UNDERTAKING)
G.T. ROAD, KANPUR-U.P. 209217

TENDER NO.PT/OT/.../.... DATE – XX.XX.2021

TENDER DOCUMENTS

FOR

“Supply, Installation & Commissioning of Spark Erosion Machine”
(On Turnkey Basis)

1. Online tenders are invited for **“Supply, Installation & Commissioning of Spark Erosion Machine” (On Turnkey Basis)** to the following destination conforming strictly to ALIMCO Specifications enclosed at Annexure-A, against Purchase Orders to be placed on the successful Tenderer, within specified period as mentioned in tender document. The specific conditions of supply are enclosed at Annexure-D. **Manual bids shall not be accepted.**

**Artificial Limbs Manufacturing Corporation of India
G.T. ROAD, Kanpur-209217 (U.P.)**

Qty – _01 Set.

2. The specification of **“Supply, Installation & Commissioning of Spark Erosion Machine” (On Turnkey Basis)** and a tentative quantity likely to be covered by Purchase Order is indicated in the **ANNEXURE- ‘A’**. The machine/item/equipment would be required to be supplied as per the delivery schedule specified in our Purchase Order or as indicated in the tender.

Sr. No.	Description	Qty.	Estimated Cost (in Rs.)
1.	“Supply, Installation & Commissioning of Spark Erosion Machine” (on Turn Key Basis)	As per Annexure A	xx.xx Lakh (excluding GST only)

3. Tender documents may be downloaded from ALIMCO website www.alimco.in (for reference only) and CPPP website <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

Published Date	--.--.2021 (10:00 AM)
Pre-Bid meeting date and time	--.--.2021 (11.30 AM)
Bid Document Download Start Date	--.--.2021 (10:00 AM)
Query Start Date	From date of uploading
Query End Date	10 days before bid submission
Bid Submission Start Date	--.--.2021 (10:00 AM)
Bid Submission End Date	--.--.2021 (02:00 PM)
Technical Bid Opening Date	--.--.2021 (3:30 PM)

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Part I ('TC' BID):

The tenderers are requested to submit the scan copy of following details/documents in their 'TC'-Bid.

Mandatory / Pre-Qualification Criteria :-

- i) All tenderers are required to submit Rs. 600/- (Including GST), towards cost of Tender documents, if down- loaded from the website of the Corporation/CPPP. (All SSI units/ MSE Vendors are exempted from Tender Cost on submission of valid Udyog Aadhaar memorandum (UAM)/ Udyam Registration against tender for the items/nature of business/ type of services specified there in the UAM). The cost of Tender documents for Rs. 600/- (Including GST) can be submitted **only through online payment gateway available at www.alimco.in and submit scan copy of the e-receipt of the same along with TC bid.**
- ii) The person signing the bid should be duly authorized representative of the firm/company whose signature should be verified and certificate of authority should be submitted. The poser or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/company should be annexed to the bid.
- iii) Tender documents with proper seal and signature of authorized person on each page of the bid must be submitted.
- iv) The Complete specifications, Make/Model/Brand consisting of whole machine/item/equipment/system & its accessories/mechanical & Electrical and MHE offered on parameters specified as per Annexure-A, must be mentioned. The details with values for individual specifications/parameters desired must be indicated at Annexure 'B2' to this tender document.
- v) Copy of GST Registration Certificate, duly signed & stamped.
- vi) The tenderer should have an average annual turnover of not less than 30% of estimated value during the latest three financial years. In order to authenticate, **a certificate regarding average turnover from a qualified Chartered Accountant mentioning UDIN is required to be furnished along with 'TC-Bid'.**
- vii) Copy of income tax return for the latest three financial years duly signed & stamped.
- viii) Only the OEM / authorised distributors/ authorised dealers are allowed to bid for machine/equipment/items/system mentioned in the tender document. The Authorisation letter from Principal/OEM must be enclosed.
- ix) The Tenderers shall have supplied at least 01 machine/item/equipment/system having same or higher parameters as mentioned below
 1. Work Table - 600X400 mm
 2. Longitudinal movement (X) - 350 mm
 3. Cross movement (Y) – 250 mm.
 4. Quill travel (Z) – 200 mmin Govt. Sector/ Private Sector in the last 7 years, reckoned from date of opening of this tender. (PO copies and Commission /Completion Certificates to be furnished by bidder). Satisfactory Performance Certificate from at least 1 users issued within last 1 years from date of opening of this tender stating that the machine is working satisfactorily for at least one year to be enclosed. (in the letter head of issuing user mentioning PO no, date of installation and commissioning and name of supplier with full address)

- x) Undertaking stating that “The delivery, installation, commissioning and training of the Machine/item/equipment must be completed within the stipulated period as indicated in the tender or specified at Annexure- A, from the date of placement of PO/work contract” **in the format enclosed at Appendix-1.**
- xi) The tenderer should submit an undertaking that his/her firm has not been debarred/blacklisted/terminated/banned to participate in the tender by any Govt. Institution, PSUs, and State Govt. or Central Govt. Deptt. **in the format enclosed at Appendix-2.**
- xii) The tenderer should submit an undertaking that his/her Offer is valid for acceptance for 120 days from the date of opening of TC Bids **in the format enclosed at Appendix-3.**
- xiii) Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder **in the format enclosed at Appendix-4.**
- xiv) Undertaking to the effect that a Warranty Performance Bank Guarantee (PBG) of 3% of the order value, valid for warranty/defect liability period & claim submission date will be submitted after the commissioning of the Machine/item/equipment (on turn-key basis). The security deposit shall be released on receipt of 3% PBG valid for warranty period **in the format enclosed at Appendix-5.**
- xv) In case firm wishes to avail Advance of 10% of cost of machine, they have to submit an undertaking to the effect that an Advance Bank Guarantee (BG) of 110% of the advance value subject to maximum up to 100 Lakhs, valid for successful installation, commissioning & Prove out of Machine/item/equipment & it’s accessories & can be submitted within 1 months from the date of releasing the PO/Work Order of the Machine/item/equipment (on turn-key basis) **in the format enclosed at Appendix-6.**The recovery of the advance will be done as adjustment @25% of advance value from the running bill. The Advance Bank Guarantee (BG) for advance shall only be released after successful installation, commissioning & Prove-out of whole Machine/item/equipment & it’s accessories and full recovery of the advance.
- xvi) The tenderer should submit an undertaking that his/her firm shall provide Security Deposit within 14 days of releasing PO **in the format enclosed at Appendix-7.**
- xvii) The tenderer should submit an undertaking that his/her firm shall provide the complete training regarding operation & maintenance of the Machine/item/equipment & its accessories **in the format enclosed at Appendix-8.**
- xviii) The tenderer should submit an undertaking for unconditional acceptance to replace the supplies if rejected at the destination **in the format enclosed at Appendix-9.**
- xix) Undertaking to be submitted by the tenderer that “payment terms mentioned at Para No-16 of this tender document (i.e., Terms of Payment) is acceptable” **in the format enclosed at Appendix-10.**
- xx) The tenderer should submit an undertaking that his firm shall attach the proof regarding prior Experience of supplying such systems, as specified in the Tender Document. Vendor to provide details of such customers along with contact number for verification) **in the format enclosed at Appendix-11.**
- xxi) Tenderers are required to submit “**Tender Acceptance Letter**” in the format enclosed at **Appendix-12.**
- xxii) Tenderers are required to submit “**Undertaking**” regarding availment of GST and matching of Input credit **in the format enclosed at Appendix-13.**
- xxiii) Tenderers are required to submit “**Undertaking**” regarding multi-stage payment as given

in the format enclosed in Appendix-14.

- xxiv) Undertaking to be submitted by the tendered that “They should undertake that they will execute comprehensive AMC including spares and labour for the period of 03 years after the expiry of 2 years warranty/defect liability period as per the requirement of ALIMCO and the comprehensive AMC shall not exceed 4%, 5% & 6% of basic value of the Machine/item/equipment during 3rd, 4th & 5th year respectively from the date of successful installation & commissioning of the machine/item/equipment/system” **in the format enclosed at Appendix-15 and 15/1.**
- xxv) Tenderers are required to submit duly filled **Annexure ‘B1 & B2’**, enclosed herewith.
- xxvi) An affidavit to be sought from all party regarding, the party has not been debarred/blacklisted/terminated/banned by any Govt. Institution, PSUs, and State Govt. or Central Govt. Deptt.
- xxvii) The party has not supplied the same Machine/ item/ equipment/ System at a cost lower than the cost offered to ALIMCO to any government / semi-government /reputed private organization in India.
- xxviii) Latest Government of India guidelines on “Purchase Preference to Make in India” placed at Appendix 16.
- a. Self certification that the items offered meets the local content requirement for ‘Class-I local supplier/ ‘Class-II local supplier, as the case may be as per **Clause 1 of Appendix 16.** – Bidder to confirm
 - b. Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content as per **Clause 1 of Appendix 16** – Bidder to furnish.
 - c. Details of location at which local value addition is made – Bidder to confirm.
- xxix) Latest Government of India guidelines on “PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSES):” placed at **Appendix 17.**
- xxx) Latest Government of India guidelines “Mandatory Conditions to be satisfied by any bidder from a country which shares a land border with India” placed at **Appendix 18.**
- a. Self attested copy of **Appendix 18** mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm
 - b. Certificate of compliance of clauses of **Appendix 18, clause A VII.** – Bidder to confirm
 - c. Certification as per last paragraph of **Appendix 18** mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm.
 - d. The **Appendix 18** must be signed and stamp and submitted/uploaded by Bidder along with the bid. To be read in conjunction with Order (Public Procurement No. 2) F.No.6/18/2019-PDD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division. – Bidder to Confirm
- xxxi) Bid security declaration Appendix -19.
- xxxii) QAP and PERT chart shall be submitted by successful bidder within 15 days of issue of LOA for Approval.
- xxxiii) Any other documents as mentioned in Tender.

(All these documents/ details/ conformation should necessarily be submitted specifically & in the same order.)

NOTE: Price bids of only those tenderers, who are assessed as technically qualified by the

Corporation shall be opened & only Such parties shall be communicated regarding date & time of Price Bid opening requesting them to attend the Tender opening, if interested.

Part II ('P'BID): shall consist of complete price details as under: -

P Bid offer shall be uploaded online. Rate should be quoted in Rupee per unit **as per format at Annexure-C (P-bid)**. Rate should be quoted for all inclusive Price at destination as indicated in Para 1 & should be without any price escalation clause. The following data shall be invariably furnished :-

- a) GSTIN No., HSN Code, GST in % & Rs.
- b) Packing & Forwarding charges, Installation charges, if any, in % & Rs.
- c) Freight charges in % & Rs..... (Destination as indicated in para-1).
- d) Charges for installation and commissioning (if any) may please be clearly indicated. Alternatively, rates quoted shall be considered to be inclusive of installation & commissioning charges.

THIS BREAKUP IS ESSENTIAL TO ENABLE PLACEMENT OF THE PURCHASE ORDERS AND PAYMENTS BY H.Q./AAPC's AS THE CASE MAY BE AND KEEPING IN VIEW APPLICABILITY OF GST BY THE GOVERNMENT w.e.f. 1st July 2017

The L1 offer will be decided based on all inclusive price and excluding GST only (destination as indicated in para-1).

NOTE: ALIMCO GST Registration details are given below.

	H.Q, Kanpur
GST Regd. No.	09AABCA8899F1Z6

Variation Clause: - Any change (Increase / Decrease) in Govt. Duties / Levies / Taxes GST as amended made applicable by Govt. (State / Central) from time to time at the rate as will be applicable over & above the basic price/rate quoted by parties in their offer during the currency of Purchase Order/Contract shall be considered by the Corporation for amendment on party's request along with necessary documents in support of their claim/amendment.

4. **SITE INSPECTION:** The tenderers shall be deemed to have inspected and examined the site and its Surrounding and information available in connection therewith and to have satisfied himself, so far as is practicable, before submitting his tender, to the extent and nature of work and materials necessary for completion of works, availability of such materials, the means of access to the site and the accommodation that he may require and, in general, shall be deemed to have obtained all necessary information.
5. All the bids so received against the tender shall be scrutinized and assessed for the Machine/item/equipment suitability offered by you. Offers of only those tenderers whose bids are found conforming to laid-down specifications and qualifying our requirements shall be considered. Quotes with any variation in the specifications affecting functions of the Machine/item/equipment as specified are liable for outright rejection. Tenderers are therefore requested not to quote for nonconforming specifications Machine/item/equipment as an alternative one or two otherwise, for which tenders are liable for rejection. Each value in Part II (P-Bid) as specified is to be mentioned in tenders and words "as specified" or "same" shall not be considered valid at all.
6. No change in specifications by tenderers shall be permissible after submission of Technical Bids.

7. EARNEST MONEY DEPOSIT & SECURITY DEPOSIT:

No earnest money (EMD) needs to be paid. Bid Declaration in the format at **Appendix 19** to be given.

Subsequent to placement of Order / Contract, the successful tenderer will be required to deposit a sum equal to 3% of the Order/ Contract value subject to a maximum of Rs. 100.00 lakhs, within 14 days from the date of purchase order as **Security Deposit (SD)** in the form of 'Demand Draft' or 'Pay Order' or 'Bankers Cheque' or 'Irrevocable Bank Guarantee' from any of Nationalized Bank in the prescribed format enclosed at **Annexure-E** only in favour of **ALIMCO** payable at **Kanpur** for due discharge of the Purchase Order released on the basis of this tender. This will be retained till the expiry of warranty Period for the machine/item/equipment/system supplied. No interest will be payable on the Security Deposit.

The Security deposit may be refunded/returned on submission of irrevocable, unconditional & acceptable Bank guarantee as performance guarantee of 3% of purchase Order/Contract value by the party to cover its obligations to offer free of cost replacement under the warranty period from any nationalized bank. The corporation may also consider, at its discretion, acceptance of Corporate Guarantee given by Foreign Principal In lieu of Bank Guarantee in case of imported goods.

Security deposit shall be furnished within the time limit provided for in the Contract. Non submission of Security deposit within the time specified for the purpose shall amount to the breach of essential conditions of the Contract and shall render the Contract liable to cancellation & the contractor shall be liable for all consequence thereof or caused there by.

After Satisfactory installation, commissioning & Training of the machine/item/equipment/system and on receipt of Warranty Performance Bank Guarantee equal to 3% of the PO/work contract Value, valid for the warranty / defect liability period, the Security deposit amount shall be released by ALIMCO.

The Corporation reserves the right to forfeit the security money deposit in case the supplier fails to make good losses on supplies, unable to replace supplies found unacceptable as well as losses on account of exceptional delays in supplies.

8. Submission of Tender

The tender shall be submitted online in two part, viz., technical bid and price bid

Technical Bid (TC Bid)

The following documents are to be furnished by the tenderer along with **Technical Bid** as per the tender document

- 1) Scanned copy of e receipt against tender document cost / Exemption Certificate.
- 2) Scanned copy of all relevant documents as per Tender.

Please note that no indication of the rates/amounts be made in any of the documents submitted with the TC-BID

PRICE BID (P Bid)

- (a) Schedule of price bid in the form of Annexure-C.

9. Virtual Pre-Bid Meeting

- a) The tenderer may submit their queries on the tender document if any by email on the email

id: dgm_spc@alimco.in or sm_pt@alimco.in Only the queries submitted by the tenderers, who have either purchased or deposited the cost of tender documents after downloading the tender document from ALIMCO website up to the due date of submission of queries, would be discussed in the pre bid meeting.

- b) During the course of Virtual Pre-Bid Conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection process.
- c) Clarifications will be uploaded on ALIMCO website as per the schedule date fixed for submission. Any modification to tender document, which may become necessary as a result of pre bid meeting, shall be made through issuance of an Amendment/Corrigendum.

10. **OPENING & EVALUATION OF TENDER:**

- a) The tenders shall be opened online at <https://eprocure.gov.in/eprocure/appat> **15.30** hours on due date in presence of representatives of tenderers who may like to be present. Bidder can view live bid opening at their remote end also. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet.
- b) Only the 'TC-Bid' (Part I) of the tender will be opened online on ---.---.2021 at **15.30 Hrs.** by the Tender Opening Committee of ALIMCO in the presence of representatives of tenderers who may like to be present. **Tenders received late will not be considered. If the due date happens to be a holiday the same stands extended to the date of next working day with time remaining the same. However, the Corporation has the right to alter the date & time of Tender closing & opening. The same shall be notified only on the website of the Corporation.** The procedure will be as follows:
- c) Subsequent to opening of 'TC-BID' of all tenderers correspondence / discussion with regard to the conditions and other technical aspects may be held by the Committee nominated by ALIMCO, if needed
- d) In case any tenderer submit only 'TC-BID' his tender shall not be considered and shall be treated as incomplete tender. Similarly, if any tenderer submit only 'P-BID', the same shall also be not considered.
- e) The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (financial evaluation). Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing tender fee have been furnished whether the documents have been properly signed, and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- f) The ALIMCO has a right to seek clarification/ documents from the tenderer relating to TC-Bid of tenderers if such information is essential for evaluation of tender.
- g) Bidder whose technical bids found to be acceptable and meeting the Mandatory/Pre-qualification criteria as specified in this tender will only be informed about the date and time of the opening of the commercial bid (P-Bid).
- h) ALIMCO will open commercial bids of only the technically shortlisted bids, in the presence of the bidder or their-authorized representative who choose to attend the bid opening, at the time and date to be informed later.
- i) Commercial bids of only those Tenderers will be opened who are found to be technically qualified & acceptable and the work shall be awarded to commercially lowest bidder, in

conjunction with other conditions/government guidelines as mentioned in the tender document for evaluation of commercial bid. Commercial bids shall be evaluated on the basis of all-inclusive price including basic price, packing & forwarding, freight, insurance, loading, unloading, training, installation & commissioning charges, etc and excluding GST only.

11. REJECTION OF TENDER:

- a) Tenders received without cost of tender document are liable to be rejected as also indicated at Para 3(i).
- b) Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, drawings/specifications etc. are liable to be rejected.
- c) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the party who resort to canvassing are liable to be rejected.
- d) The acceptance of tender will rest with ALIMCO which does not bind itself to accept the lowest tender or any tender and reserves full rights for the rejection of any or all tenders without assigning any reasons whatsoever.

12. VALIDITY OF TENDER:

- a) The tenders shall remain open for acceptance for a minimum period validity of 120 days from the date of opening of tenders or till such period up to which the extension of validity is agreed to mutually. This may please be stipulated clearly in the Quotation.
- b) If notified within this period that the tender has been accepted, the tenderer shall be bound by the terms of the offer along with the terms that have been agreed mutually.
- c) All the tenders without PROPER SPECIFICATION / MAKE / BRAND / BROCHURE /CATALOUGE/ LEAFLET & TEST CERTIFICATES wherever required, are liable to be rejected. It shall be in the interest of the tenderer that complete offer is made for our consideration. It will be in the interest of the tenderer to submit details/values against each individual parameters mentioned at Annexure 'B2' and sample wherever possible along with the offer.
- d) In case the tenderer happens to be dealer/distributor for any reputed brand the validity certificate to this effect duly certified from the principal should invariably be provided.

13. QUANTITY DISCOUNT:

In order to submit the most competitive offer, the Tenderer may indicate the quantity discounts as applicable on the price. However, the buyer reserves the right to accept the quantity discounts for lower quantities as well. The quantities indicated in the Annexure 'A' are liable to revision either upwards or downwards.

14. DELIVERY:

- a) The delivery, installation, commissioning & training of the Machine/item/equipment/system and its accessories must be completed within the stipulated period specified at Annexure-A, from the date of placement/acceptance of PO/work contract.
- b) The delivery of the Machine/item/equipment/system shall be made strictly as per delivery schedule as stipulated in our Purchase Order/Work Contract or modified time to time by

ALIMCO. In case of Failure to supply, install & commission/execution of work within the stipulated period will make the tenderers liable to an unconditional penalty. The penalty/Liquidated damages shall be levied at the rate of point five percent (i.e. 1/2 % or 0.5%) per week (or fraction of a week) subject to the maximum of 10% of the purchase order / work contract value.

15. INSPECTION:

- a) Inspection will be carried out at the Destination (refer Para 1) and unacceptable/rejected Item will be returned to the supplier through bank at the supplier's risk and cost by road, only after receipt and acceptance of replacement supplies provided by the suppliers free of cost. Alternatively, all the tenderer will have to furnish their Banker's Name, Address including Code No. along with a declaration/undertaking to guarantee collection of the returned supplies documents negotiated through their bank within 07 days of its presentation.
- b) In case of local supplier, rejected Item shall be lifted from our stores within 15 days of our rejection advice after refunding the payment, if already made to them before collecting the supply. In case of failure to lift the rejected Item, we may dispose-off the rejected Item as deemed fit and no claim whatsoever shall be entertained in this respect and the tenderer shall be liable to pay amount paid by ALIMCO, if any.

16. TERMS OF PAYMENT:

ALIMCO is a Schedule 'C' Mini Ratna Category II Central Public Sector Enterprises, registered under Section 8 (Not for Profit motive) of the Companies Act, 2013, (corresponding to Section 25 of the Companies Act, 1956). The terms of payment shall be as follows:

- a) 80% (excluding GST) payment shall be released within 30 days after receipt of the Machine/item/equipment and its accessories at destination as specified in Para 1 without any damage/short supplies and balance 20% (excluding GST) payment shall be released within 30 days after Satisfactory installation & commissioning of the Machine/item/equipment and its accessories subject to receipt of performance Bank guarantee from a nationalized bank equal to 3% of the PO/work contract Value, valid for the warranty period & claim submission date within 3 month from the date of expiry of Bank Guaranty/warranty period.
- b) Any expenses towards transit insurance to be borne by the tenderer.
- c) In case of PDI at party's worksite, all the cost to be borne by ALIMCO. Going for PDI is at sole discretion of ALIMCO, tenderer to inform the tentative dates for PDI at their work.
- d) GST portion shall be paid on availment and matching of Input Credit.
- e) Supplier's Bank Charges/Draft making charges will have to be borne by the party only.
- f) The tenderer will be required to submit their RTGS details duly certified by the Bank along with a crossed/cancelled Cheque in support of the details, as all payments/refunds are preferably be made through RTGS.

17. RIGHT OF ACCEPTANCE:

ALIMCO reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof. The Corporation also reserves the right to negotiate the rates and terms and conditions of supply with any or all the tenderers at its sole discretion as deemed fit without assigning any reasons thereof.

ARBITRATION

In case of any dispute, arising during the operation of the contract, efforts shall be made to resolve it by mutual discussions failing which the matter shall be referred to the Chairman & Managing Director of ALIMCO G.T. Road, Kanpur-209217 or his nominee whose decision shall be final and binding on both the parties. Arbitration proceedings shall be held at Kanpur as per provisions of the Arbitration & Conciliation Act 1996 & as amended from time to time and the Kanpur City Court shall have the jurisdiction in the matter.

Thanking you,

Yours faithfully,
For Artificial Limbs Mfg. Corporation of India

Dy. General Manager (SP&C)

Encl: As Above

ANNEXURE –A

TECHNICAL SPECIFICATIONS:

"ZNC Spark Erosion Machine"

Qty. – 01Set.

Scope: Supply, installation & Commissioning of ZNC Spark Erosion Machine (on turnkey basis).

S.No.	Description	Remarks
1.0	This is a fixed column moving table machine. Alternately, bidders can quote for moving column fixed table machine. The calibrated machine shall have precision Co-ordinate table on flat & V type turcide coated guide ways or LM Guideways. The machine shall have LM guide ways and precision ground ball screws for better stability.	
2.0	The quill of the work head shall move on LM guideways with Lead Screw/ Ball Screw/ Preloaded Cross Roller Bearing. Driven by AC Servo motor.	
3.0	Z axis to be NC Controlled. X, Y axis manually controlled.	
4.0	Single/Double door large work tank for ease of loading/unloading of work piece. Dielectric Oil level alarm to be provided. Oil filtration with 10-micron (or better) Cartridge type paper filter.	
5.0	Manual Lubrication unit	
6.0	Hand held full function remote control.	
7.0	Z axis lock function.	
8.0	Self-diagnostic trouble shooting with alarm shall be available.	
9.0	Micro-Controller or Z based anti-arc control	
10.0	Machine Parameters	
10.1	Work table– 600x400 mm (minimum)	
10.2	Longitudinal movement (X) – 350 mm (minimum)	
10.3	Cross movement (Y) – 250 mm (minimum)	
10.4	Work tank dimensions (inside) – 1000x600x400mm (minimum)	
10.5	Max. work piece weight – 500 kg	
10.6	Max. work piece height – 250 mm	
10.7	Quill travel (Z) – 200 mm minimum	
10.8	Electrode weight carrying capacity – 80 kg	
10.9	Minimum daylight (distance between table & quill) –600 mm	
10.10	Dielectric fluid capacity – 400 litre (minimum)	
10.11	Paper Filtration system– 10 micron or better (20 Nos)	
10.12	Max. working current of Pulse Generator – (30A Minimum)	
10.13	Back slide Travel (minimum)– 200 mm	
10.14	Surface Finish – 0.8 Ra	
10.15	Metal Removal Rate (Max.) (Copper to steel) – 220 mm ³ /min (minimum)	
10.16	Minimum Electrode Wear <0.2 %	
10.17	Controller system OEM make	
10.18	LCD/ LED colour monitor size 18"(min)	
11	Standard Accessories :-	
11.1	Axis Corrector with fine adjustment	
11.2	Flat Electrode Holder or Universal Electrode Holder	
11.3	Round electrode Holding Chuck or Universal Electrode Holder	
11.4	Tool Kit	
11.5	Levelling Pad	
11.6	Orbital Attachment (if applicable).	
11.8	Any other accessory for successful operation of the machine.	
11.9	Spares for 2 years maintenance is in scope of bidder.	
12	Suitable Servo Stabilizer is in the scope of supply of bidder.	

13	Fire Extinguisher and smoke detector alarm to be provided (External Equipment) to be provided by bidder	
14	Dielectric Oil – 400 litres is in scope of bidder	
15	Earthing for the machine is in the scope of bidder (dedicated earthing)	

DELIVERY PERIOD INCLUDING INSTALLATION & COMMISSIONING:

The delivery period including installation & commissioning of ZNC Spark Erosion Machine at the destination mentioned in Para 1 on page no. 02 of the tender documents will be 03 months from the date of placement of Purchase Order/work contract.

WARRANTY:

The entire machine inclusive of all system/accessories should be covered under comprehensive warranty for a period of 24 months (min.) from the date of successful commissioning

NOTE-

1. Bidder shall be responsible for complete supply, installation and commissioning of the machine including transportation, unloading and loading, placement, taxes, any other cost etc.
2. Prove out at firm's premises according to parameters mentioned in Technical specifications and especially parameters mentioned at S.No. 10.1, 10.2, 10.3, 10.7, 10.14 and 10.15.

(On Letter Head of the Tenderer)

APPENDIX-1

UNDERTAKING

We hereby undertake that the delivery, installation, commissioning & training of the whole Machine/item/equipment/system & it's accessories (on turn Key Basis) will be completed within the stipulated period as indicated in the tender or specified at Annexure-A, from the date of placement of PO/work contract".

Dated:

Authorised Signatory:

Name: -

Designation: -

Seal: -

(On Letter Head of the Tenderer)

APPENDIX -2

UNDERTAKING

We hereby undertake that our Firm has not been debarred/blacklisted/terminated/banned to participate in the Tender by any Govt. Institution, PSU, State Govt. or Central Govt. Deptt.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the
Tenderer)

APPENDIX -3

UNDERTAKING

We hereby undertake that our Offer is valid for acceptance for 120 days from the date of opening of Techno-Commercial Bid (TC-Bid).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -4

UNDERTAKING

We hereby undertake that all the tender terms & conditions are acceptable to us.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -5

UNDERTAKING

We hereby undertake that a Performance Bank Guarantee (PBG) of 3% of the order value, valid for warranty period & claim submission date, will be submitted within 3 months from the date of expiry of SD Bank Guarantee period after the successful commissioning & Prove-out of the Machine/item/equipment/system and its accessories (on turn-key basis).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -6

UNDERTAKING

We hereby undertake to the effect that an Advance Bank Guarantee (BG) of 110% of the advance value subject to maximum upto 100 Lakhs, valid for successful installation, commissioning & prove out of whole Machine/item/equipment/system & its accessories can be submitted within 1 months from the date of releasing the PO/Work Order of the Machine/item/equipment/system (on turn-key basis).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -7

UNDERTAKING

We hereby undertake that our firm shall submit the security deposit as per tender terms within 14 days of releasing PO/Work Order of the Machine/item/equipment/system (on turn-key basis).

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -8

UNDERTAKING

We hereby undertake that our firm shall provide the complete training regarding operation & maintenance of the Whole Machine/item/equipment/system (on turn-key Basis) & its accessories.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -9

UNDERTAKING

We hereby undertake that we will unconditionally accept to replace the supplies if rejected at the destination.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -10

UNDERTAKING

We hereby undertake that payment terms mentioned at Para No-16 of this tender document (i.e. Terms of Payment) is acceptable to us.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -11

UNDERTAKING

We hereby undertake that our firm shall attach the proof regarding prior experience of supplying such Machine/item/equipment/system as mentioned in **Mandatory / Pre-Qualification Criteria** of the Tender Document.

Vendor to provide valid details of such customer along with contact number for verification.

Sl. No.	_____	_____	_____	_____

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -12

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents 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/ organization to have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred/ terminated/ banned by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by 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 including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

(On Letter Head of the
Tenderer)

APPENDIX -13

UNDERTAKING

We hereby confirm that the GST portion shall be claimed only after submission of GST Return and Input credit appearing in corporation's GST portal, filed online by the tenderer clearly (duly highlighted) showing invoice/ bill number and amount to ALIMCO so as to enable the Corporation to avail GST input credit after matching of the GST return and Invoice submitted in the Corporation. No claim against the Corporation shall be made for non- matching of GST and the amount shall be credited back by us.

Dated:

Authorised Signatory:

Name:-

Designation:

Seal:

(On Letter Head of the Tenderer)

APPENDIX -14

UNDERTAKING

We hereby undertake that as follows:

- a) 80% (excluding GST) payment shall be released within 30 days after receipt of the Machine/item/equipment and its accessories at destination as specified in Para 1 without any damage/short supplies and balance 20% (excluding GST) payment shall be released within 30 days after Satisfactory installation & commissioning of the Machine/item/equipment and its accessories subject to receipt of performance Bank guarantee from a nationalized bank equal to 3% of the PO/work contract Value, valid for the warranty period & claim submission date within 3 month from the date of expiry of Bank Guaranty/warranty period.
- b) Any expenses towards transit insurance to be borne by the tenderer.
- c) In case of PDI at party's worksite, all the cost to be borne by ALIMCO. Going for PDI is at sole discretion of ALIMCO, tenderer to inform the tentative dates for PDI at their work.
- d) GST portion shall be paid on availment and matching of Input Credit.
- e) Supplier's Bank Charges/Draft making charges will have to be borne by the party only.
- f) The tenderer will be required to submit their RTGS details duly certified by the Bank along with a crossed/cancelled Cheque in support of the details, as all payments/refunds are preferably be made through RTGS.
- g) If desired Advance up Rs. 100 lacs against submission of Undertaking to the effect that an Advance Bank Guarantee (BG) of 110% of the advance value. The recovery of the advance will be done as adjustment @25% of advance value from the running bill. The Advance Bank Guarantee (BG) for advance shall only be released after successful installation, commissioning & Prove-out of whole machine/item/equipment/system & it's accessories and full recovery of the advance.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

(On Letter Head of the Tenderer)

APPENDIX -15

UNDERTAKING

We hereby undertake that we will execute comprehensive AMC for the period of 03 years after the expiry of warranty/defect liability period as per the requirement of ALIMCO and the comprehensive AMC shall not exceed 4%, 5% & 6% of basic value of the Machine/item/equipment/system during 3rd, 4th & 5th year respectively from the date of successful installation & commissioning of the machine/item/equipment/system.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

Comprehensive ANNUAL MAINTENANCE CONTRACT (AMC)

1. Responsibilities of the Firm

Comprehensive maintenance, including calibration, shall be conducted through mutual agreement with the nominated ALIMCO site official. The preventive maintenance regime offered must be aimed at achieving minimum 98% uptime of the System including the System down time for preventive maintenance schedules.

2. The tenderer shall ensure that in case a failure is reported, the system is restored to the complete working status within 48 hours. This period of upto 48 hours after the failure report shall be treated as grace period, which will not count towards System down time for up to one failure per quarter and a maximum of 4 failures per annum. In case the number of failures exceeds one during any quarter or four during any year of AMC, grace period of only 24 hours will be permissible for such additional failures.

3. The successful Tenderer should submit a list of authorized persons for carrying out the comprehensive AMC of the System. The Tenderer shall be solely responsible for the safety of all the men and equipment of the Tenderer. The authorized person shall observe all safety and security rules prevailing at the place of work. ALIMCO shall not be responsible for any mishap resulting out of non-observance of prevailing safety and security rules.

4. All costs involved in hiring, deployment etc. for the Tenderer's personnel should be borne by the Tenderer.

5. The Tenderer should ensure that there is no damage to the ALIMCO property/material.

6. Payments

Normally quarterly payment under comprehensive AMC will be made to the tenderer within 30 days from the end of the quarter subject to submission of following documents by the tenderer to the paying authority assigned by the consignee:

- i. Detailed quarterly bill by the Tenderer and accepted by the consignee
- ii. Consignee's Certificate for Quarterly Work Done Under comprehensive AMC
- iii. Details of system malfunction calls logged.
- iv. Certification from the nominated official of ALIMCO for the functioning of sites in his jurisdiction.
- v. Attested photocopy of comprehensive AMC BG. comprehensive AMC BG for an amount of 03% of the total comprehensive AMC cost for 3rd, 4th and 5th year shall be submitted by Bidder before expiry of warranty period and before commencement of comprehensive AMC period, failing which PBG will be fortified.

7. Any spare part or material necessary to restore the machine/item/equipment/system to proper working order will be arranged by the tenderer as a part of comprehensive AMC.

8. **Penalty Clause:** Penalty shall be levied on the Tenderer for maintaining the System uptime below the limit of 98% (on quarterly basis), after discounting for grace period. Penalty shall be calculated as % age of quarterly payment and will be deducted from the respective quarterly payments. Penalty calculation will be done over quarterly payment period.

S.No	Availability Slab	Applicable Penalty
1.	98% to 90%	0.5% for every 1 %(or part thereof) reduction in availability below 98%.
2.	Below 90%	1% for every 1% (or part thereof) reduction in availability below 90%.

9. In case the tender fails to provide comprehensive AMC services successfully, the comprehensive AMC BG will be forfeited. This will be in addition to penalty as per clause above. System up time of less than 60% for two consecutive quarters will constitute complete failure of Tenderer to provide comprehensive AMC services successfully.
10. Necessary records for comprehensive AMC will be maintained online by the Tenderer or reference of both the parties.
11. In the event of failure of Tenderer to provide comprehensive AMC services as per the comprehensive AMC agreement, the comprehensive AMC contract shall be terminated in following way:

Notice in writing by Client, ALIMCO giving 3 months' clear notice period. Dues, if any, will be settled in accordance with the conditions of the agreement.

PURCHASE PREFERENCE TO MAKE IN INDIA

1. Purchase Preference to Make in India

In order to give effect to the policy of Government of India to encourage 'Make in India', price preference shall be accorded to Local Supplier/Bidder in accordance with Order No.P- 45021/2/2017-PP (BE-II) dated 04.06.2020 & 16.09.2020 on Public Procurement (Preference to Make in India) Order 2017 as per latest amendment of the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry. ALIMCO Ltd being a CPSU adopted the guidelines given in the above-mentioned Order dated 04.06.2020 & 16.09.2020 and the following shall be applicable in this tender:

1.1. Definitions:

'Local Content' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom 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 clause.

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

'Non - local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this clause.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjusted in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Procuring entity' means ALIMCO

'Works' means all works covered in the scope of work in this tender.

1.2. Eligible bidder in this tender: Class-I local supplier

1.3. Purchase Preference

- (a) In the procurements of goods or works which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier'. 50% of the order quantity shall be awarded

to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (b) In the procurement of goods or works which are not divisible in nature, and in procurement of services where bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure: - Not applicable as only Class-I local supplier allowed.
- i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I Local supplier', the contract will be awarded to L1.- Not applicable as only Class-I local supplier allowed.
 - ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. - Not applicable as only Class-I local supplier allowed.
 - iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder. - Not applicable as only Class-I local supplier allowed.
- (c) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entity. - Not applicable as only Class-I local supplier allowed.

1.4. Applicability of Purchase preference in this tender as per Para 3(b)

1.5. Type of this Tender/Work: Goods

1.6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

1.7. The minimum local content for this tender shall be 50% (Minimum Local content will apply on all items of price schedule excluding AMC cost).

1.8. Verification of local content:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, 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.

- b. In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSES):

a) As per the extant Public Procurement Policy of the Government of India, Micro and Small Enterprises (MSEs) having current and valid registration for the tendered item with any of the below specified agencies are entitled for benefits and preferential treatments specified in Para d below. MSEs who are interested in availing themselves of these benefits must upload with their offer, the proof of their being MSE registered with any of the agencies mentioned in the notification of the Ministry of MSME (Udyog Aadhar Memorandum)/Udyam Registration as indicated below:

- i) District Industries Centers
- ii) Khadi and Village Industries Commission
- iii) Khadi and Village Industries Board
- iv) Coir Board
- v) National Small Industries Corporation
- vi) Directorate of Handicraft and Handloom
- vii) Any other body registered with MSME

Note: Trading enterprises are not covered under the definition of Micro and Small Enterprises.

- b) The MSEs must also indicate the terminal date of validity of their registration.
- c) Non compliance of requirements of para (a) and (b) above, such offers will not be liable for consideration of benefits detailed in para (d) given below.
- d) MSEs registered with any of the agencies mentioned in para (a) are entitled for the following benefits provided they submit a valid Udyog Aadhar Memorandum/Udyam Registration:
- i. MSEs registered with any of the agencies for the item tendered will be exempted from payment of Earnest Money.
 - ii. In tenders, participating MSEs quoting a price within price band of L1 + 15% shall be allowed to supply a portion of the requirement by bringing down their price to L1 price, in a situation where L1 price is from someone other than a MSE and such MSEs can be together ordered up to 25% value out of the net procurement quantity.
 - iii. A minimum of 4% of total procurement, within the 25% earmarked for MSEs will be from MSEs owned by Scheduled Caste/ Scheduled tribe (SC/ST) Entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet tender requirements and L-1 price, 4% earmarked from MSEs owned by Scheduled Caste/ Scheduled Tribe (SC/ST) Entrepreneurs be met from other MSEs.
 - iv. A minimum of 3% of total procurement, within the 25% earmarked for MSEs will be procured from women owned MSEs.
 - v. In case tendered item is non-splitable or non-dividable, etc. Purchaser may award the full/complete supply of total tendered value to MSE quoting price within price band L1+15%, considering spirit of policy for enhancing the Govt. procurement from MSE.

Traders and agents are not eligible to avail the benefits extended under the Public Procurement Policy for MSEs.

- e) An MSE shall be considered as that owned by SC/ST in following cases:
- i) In case of proprietary MSE, proprietor(s) shall be SC/ST.

- ii) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - iii) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- f) In case, the tenderer is a Micro or Small Enterprises (MSE), the tenderer shall also furnish the following details in their offer:
- i) The category of the tenderer:
 - a) Whether vendor is Micro Enterprise or
 - b) Whether vendor is Small Enterprise.
 - ii) Each of the above categories must further mention the sub-classification whether the tenderer is an enterprise -
 - a) Owned by Scheduled Castes (SC)
 - b) Owned by Scheduled Tribes (ST)
 - c) Owned by women entrepreneurs
 - d) Owned by other than the above three categories.
 - iii) Confirm the following:
 - a) Whether documentary proof of being registered with any of the specified agencies indicated in Para (a) above has been submitted with their offer.
 - b) Whether the terminal date of validity of the registration with the specified agencies has been indicated in their offer.
- g) In case, the tendered item is restricted for placement of bulk orders on approved sources, then the criteria for placement of orders on MSEs under the Public Procurement Policy for MSEs will additionally require that the MSE firms are one of the valid approved sources for the tendered item.
- h) The tenderers who are large Scale vendors of Railway Units or who come under consortia of MSEs (as vendors to Railway Units) formed by NSIC, are also required to upload with their offers, the procurement and percentage of sub-contract to be made from MSEs for goods to be supplied against this tender, and also furnish the details as in para 6 above for the portion sub- contracted to MSEs.

Declaration of Udyog Adhar Memorandum (UAM)/ Udyam Registration number by vendor **is mandatory**. Accordingly, the bidders who fail to submit UAM number shall not be avail the benefits available to MSE as contained in Public Procurement Policy for MSEs Order, 2012 or latest issued by MSME, for tenders invited electronically through CPPP.

ANNEXURE VII - MANDATORY CONDITIONS TO BE SATISFIED BY ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

(This annexure is to be signed and stamp and submitted/uploaded by Bidder along with the bid)

- A.** The tender shall be governed by the following terms and conditions:
- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as specified in Order (Public Procurement No.1) F.No.6/18/2019-PPD Dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and as amended from time to time. Such registration should be valid at the time of submission and acceptance of bids.
 - II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
 - IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - a) "Controlling ownership interest" means ownership of or entitlement to more than twenty- five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who,

whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Certificate regarding compliance: **A certificate shall be provided by bidders in the tender documents regarding their compliance with these clauses.** If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- VIII. Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- B. Notwithstanding above, the terms and conditions mentioned above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developing projects.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Sign of Bidder

(On Letter Head of the Tenderer)

APPENDIX -19

UNDERTAKING

We hereby declare and accept that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or fail or submit the performance security before the deadline defined in the Tender, we agree for suspension for period of TWO year from participating in GeMs and in any tender of the corporation which shall be binding on us and we shall not appeal against the same.

Dated:

Authorised Signatory :

Name :-

Designation :-

Seal :-

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 enrol 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 Enrolment" on the CPP Portal which is free of charge
2. As part of the enrolment 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 enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudra etc.), with their profile.
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.

Searching For Tender Documents:

7. 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.
8. 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/e-mail in case there is any corrigendum issued to the tender document.
9. 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.

Preparation of Bids:

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. 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.
- c. 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.
- d. 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 and keep it as a repository.

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.

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 openers' 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.

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 Nos. 0120-4200462, 0120-4001002.

TENDER NO. PT/OT/ 01/AZ DATE.....

Sr. No.	Mandatory/Pre-Qualification Criteria	Complied / Not Complied	Provide details
1.	All tenderers are required to submit Rs. 600/- (Including GST), towards cost of Tender documents, if down- loaded from the website of the Corporation/CPMP. (All SSI units/ MSE Vendors are exempted from Tender Cost on submission of valid Udyog Aadhaar memorandum (UAM)/ Udyam Registration against tender for the items/nature of business/ type of services specified there in the UAM). The cost of Tender documents for Rs. 600/- (Including GST) can be submitted only through online payment gateway available at www.alimco.in and submit scan copy of the e-receipt of the same along with TC bid.		
2.	The person signing the bid should be duly authorized representative of the firm/company whose signature should be verified and certificate of authority should be submitted. The poser or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/company should be annexed to the bid.		
3.	Tender documents with proper seal and signature of authorized person on each page of the bid must be submitted.		
4.	The Complete specifications, Make/Model/Brand consisting of whole machine/item/equipment/system & its accessories/mechanical & Electrical and MHE offered on parameters specified as per Annexure-A, must be mentioned. The details with values for individual specifications/parameters desired must be indicated at Annexure 'B2' to this tender document.		
5.	Copy of GST Registration Certificate, duly signed & stamped.		
6.	The tenderer should have an average annual turnover of not less than 30% of estimated value during the latest three financial years. In order to authenticate, a certificate regarding average turnover from a qualified Chartered Accountant mentioning UDIN is required to be furnished along with 'TC-Bid'.		
7.	Copy of income tax return for the latest three financial years duly signed & stamped.		
8.	Only the OEM / authorised distributors/ authorised dealers are allowed to bid for machine/equipment/items/system mentioned in the tender document. The Authorisation letter from Principal/OEM must be enclosed.		
9.	<p>The Tenderers shall have supplied at least <u>01</u> machine/item/equipment/system having same or higher parameters as mentioned below</p> <ol style="list-style-type: none"> 1. Work Table - 600X400 mm 2. Longitudinal movement (X) - 350 mm 3. Cross movement (Y) – 250 mm. 4. Quill travel (Z) – 200 mm <p>in Govt. Sector/ Private Sector in the last <u>7</u> years, reckoned from date of opening of this tender. (PO copies and Commission /Completion Certificates to be furnished by bidder). Satisfactory Performance Certificate from atleast <u>1</u> users issued within last <u>1</u> years from date of opening of this tender stating that the machine is working satisfactorily for at least one year to be enclosed. (in the letter head of issuing user mentioning PO no, date of installation and commissioning and name of supplier with full address)</p>		

10.	Undertaking stating that "The delivery, installation, commissioning and training of the Machine/item/equipment must be completed within the stipulated period as indicated in the tender or specified at Annexure- A, from the date of placement of PO/work contract" in the format enclosed at Appendix-1.		
11.	The tenderer should submit an undertaking that his/her firm has not been debarred/blacklisted/terminated/banned to participate in the tender by any Govt. Institution, PSUs, and State Govt. or Central Govt. Deptt. in the format enclosed at Appendix-2.		
12.	The tenderer should submit an undertaking that his/her Offer is valid for acceptance for 120 days from the date of opening of TC Bids in the format enclosed at Appendix-3.		
13.	Undertaking to the effect that all the tender terms & conditions are acceptable to the bidder in the format enclosed at Appendix-4.		
14.	Undertaking to the effect that a Warranty Performance Bank Guarantee (PBG) of 3% of the order value, valid for warranty/defect liability period & claim submission date will be submitted after the commissioning of the Machine/item/equipment (on turn-key basis). The security deposit shall be released on receipt of 3% PBG valid for warranty period in the format enclosed at Appendix-5.		
15.	In case firm wishes to avail Advance of 10% of cost of machine, they have to submit an undertaking to the effect that an Advance Bank Guarantee (BG) of 110% of the advance value subject to maximum up to 100 Lakhs, valid for successful installation, commissioning & Prove out of Machine/item/equipment & it's accessories & can be submitted within 1 months from the date of releasing the PO/Work Order of the Machine/item/equipment (on turn-key basis) in the format enclosed at Appendix-6. The recovery of the advance will be done as adjustment @25% of advance value from the running bill. The Advance Bank Guarantee (BG) for advance shall only be released after successful installation, commissioning & Prove-out of whole Machine/item/equipment & it's accessories and full recovery of the advance.		
16.	The tenderer should submit an undertaking that his/her firm shall provide Security Deposit within 14 days of releasing PO in the format enclosed at Appendix-7.		
17.	The tenderer should submit an undertaking that his/her firm shall provide the complete training regarding operation & maintenance of the Machine/item/equipment & its accessories in the format enclosed at Appendix-8.		
18.	The tenderer should submit an undertaking for unconditional acceptance to replace the supplies if rejected at the destination in the format enclosed at Appendix-9.		
19.	Undertaking to be submitted by the tenderer that "payment terms mentioned at Para No-16 of this tender document (i.e., Terms of Payment) is acceptable" in the format enclosed at Appendix-10.		
20.	The tenderer should submit an undertaking that his firm shall attach the proof regarding prior Experience of supplying such systems, as specified in the Tender Document. Vendor to provide details of such customers along with contact number for verification) in the format enclosed at Appendix-11.		
21.	Tenderers are required to submit " Tender Acceptance Letter " in the format enclosed at Appendix-12.		
22.	Tenderers are required to submit " Undertaking " regarding availment of GST and matching of Input credit in the format enclosed at Appendix-13.		

23.	Tenderers are required to submit “ Undertaking ” regarding multi-stage payment as given in the format enclosed in Appendix-14 .		
24.	Undertaking to be submitted by the tendered that “They should undertake that they will execute comprehensive AMC including spares and labour for the period of 03 years after the expiry of 2 years warranty/defect liability period as per the requirement of ALIMCO and the comprehensive AMC shall not exceed 4%, 5% & 6% of basic value of the Machine/item/equipment during 3 rd , 4 th & 5 th year respectively from the date of successful installation & commissioning of the machine/item/equipment/system” in the format enclosed at Appendix-15 and 15/1 .		
25.	Tenderers are required to submit duly filled Annexure ‘B1 & B2’ , enclosed herewith.		
26.	An affidavit to be sought from all party regarding, the party has not been debarred/blacklisted/terminated/banned by any Govt. Institution, PSUs, and State Govt. or Central Govt. Deptt.		
27.	The party has not supplied the same Machine/ item/ equipment/ System at a cost lower than the cost offered to ALIMCO to any government / semi-government /reputed private organization in India.		
28.	Latest Government of India guidelines on “Purchase Preference to Make in India” placed at Appendix 16.		
a.	Self certification that the items offered meets the local content requirement for ‘Class-I local supplier/ ‘Class-II local supplier, as the case may be as per Clause 1 of Appendix 16 . – Bidder to confirm		
b.	Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content as per Clause 1 of Appendix 16 – Bidder to furnish.		
c.	Details of location at which local value addition is made – Bidder to confirm.		
29.	Latest Government of India guidelines on “PUBLIC PROCUREMENT POLICY FOR GOODS PRODUCED AND SERVICES RENDERED BY MICRO AND SMALL ENTERPRISES (MSES):” placed at Appendix 17 .		
30.	Latest Government of India guidelines “Mandatory Conditions to be satisfied by any bidder from a country which shares a land border with India” placed at Appendix 18 .		
a.	Self attested copy of Appendix 18 mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm		
b.	Certificate of compliance of clauses of Appendix 18, clause A VII . – Bidder to confirm		
c.	Certification as per last paragraph of Appendix 18 mandatory conditions to be satisfied by any bidder from a country which shares a land border with India. – Bidder to confirm.		
d.	The Appendix 18 must be signed and stamp and submitted/uploaded by Bidder along with the bid. To be read in conjunction with Order (Public Procurement No. 2) F.No.6/18/2019-PDD dated 23rd July 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division. – Bidder to Confirm		

31.	Bid security declaration Appendix -19.		
32.	QAP and PERT chart shall be submitted by successful bidder within 15 days of issue of LOA for Approval.		
33.	Any other documents as mentioned in Tender.		

Annexure-B2

TENDER NO. PT/OT/ .../....

DATE.....

Sr.No.	Description	Complied/ Not Complied	Provide Detail
1.0	This is a fixed column moving table machine. Alternately, bidders can quote for moving column fixed table machine. The calibrated machine shall have precision Co-ordinate table on flat & V type turcide coated guide ways or LM Guideways. The machine shall have LM guide ways and precision ground ball screws for better stability.		
2.0	The quill of the work head shall move on LM guideways with Lead Screw/ Ball Screw/ Preloaded Cross Roller Bearing. Driven by AC Servo motor.		
3.0	Z axis to be NC Controlled. X, Y axis manually controlled.		
4.0	Single/Double door large work tank for ease of loading/unloading of work piece. Dielectric Oil level alarm to be provided. Oil filtration with 10-micron (or better) Cartridge type paper filter.		
5.0	Manual Lubrication unit		
6.0	Hand held full function remote control.		
7.0	Z axis lock function.		
8.0	Self-diagnostic trouble shooting with alarm shall be available.		
9.0	Micro-Controller or Z based anti-arc control		
10.0	Machine Parameters		
10.1	Work table– 600x400 mm (minimum)		
10.2	Longitudinal movement (X) – 350 mm (minimum)		
10.3	Cross movement (Y) – 250 mm (minimum)		
10.4	Work tank dimensions (inside) – 1000x600x400mm (minimum)		
10.5	Max. work piece weight – 500 kg		
10.6	Max. work piece height – 250 mm		
10.7	Quill travel (Z) – 200 mm minimum		
10.8	Electrode weight carrying capacity – 80 kg		
10.9	Minimum daylight (distance between table & quill) –600 mm		
10.10	Dielectric fluid capacity – 400 litre (minimum)		
10.11	Paper Filtration system– 10 micron or better(20 Nos)		
10.12	Max. working current of Pulse Generator – (30A Minimum)		
10.13	Back slide Travel (minimum)– 200 mm		

10.14	Surface Finish – 0.8 Ra		
10.15	Metal Removal Rate (Max.) (Copper to steel) – 220 mm ³ /min (minimum)		
10.16	Minimum Electrode Wear <0.2 %		
10.17	Controller system OEM make		
10.18	LCD/ LED colour monitor size 18"(min)		
11	Standard Accessories :-		
11.1	Axis Corrector with fine adjustment		
11.2	Flat Electrode Holder or Universal Electrode Holder		
11.3	Round electrode Holding Chuck or Universal Electrode Holder		
11.4	Tool Kit		
11.5	Levelling Pad		
11.6	Orbital Attachment (if applicable).		
11.8	Any other accessory for successful operation of the machine.		
11.9	Spares for 2 years maintenance is in scope of bidder.		
12	Suitable Servo Stabilizer is in the scope of supply of bidder.		
13	Fire Extinguisher and smoke detector alarm to be provided (External Equipment) to be provided by bidder		
14	Dielectric Oil – 400 litres is in scope of bidder		
15	Earthing for the machine is in the scope of bidder (dedicated earthing)		
	DELIVERY PERIOD INCLUDING INSTALLATION & COMMISSIONING: The delivery period including installation & commissioning of ZNC Spark Erosion Machine at the destination mentioned in Para 1 on page no. 02 of the tender documents will be 03 months from the date of placement of Purchase Order/work contract.		
	WARRANTY: The entire machine inclusive of all system/accessories should be covered under comprehensive warranty for a period of 24 months (min.) from the date of successful commissioning		
	NOTE- 1. Bidder shall be responsible for complete supply, installation and commissioning of the machine including transportation, unloading and loading, placement, taxes, any other cost etc		
	2. Prove out at firm's premises according to parameters mentioned in Technical specifications and especially parameters mentioned at S.No. 10.1, 10.2, 10.3, 10.7, 10.14 and 10.15.		

SPECIFIC CONDITIONS OF SUPPLY:

The tenderer should clearly indicate the following in their offer:

- 1) Installation/Commissioning – details,
- 2) Whether DGS&D/GeM or any other State/Central Rate Contract exists for the item offered. Please enclose copy.
- 3) Tenders are required to provide address, e-mail, and contact person of local service centre /Nearest Service centre from where service support shall be provided.
- 4) Any other relevant technical details of the offered machine/item/equipment/system & its accessories.
- 5) Complete details of infrastructural requirement for the Offered machine/item/equipment/system & its accessories i.e. Ambient working atmosphere requirement Power connections.
- 6) Tenderer is required to provide a list of parties with their complete postal address with telephone / e-mail. To whom they have supplied similar machine/item/equipment/system as per qualifying criteria. The list should clearly indicate the quantity and the model of the machine/item/equipment/system to such customers.
- 7) Tenderer is required to give complete details of the training facilities, if available, with their organization for training our technicians and engineers on the use and maintenance of the Whole machine/item/equipment/system & its accessories. Details of complimentary training should also be indicated in the offer.
- 8) Tenderer is required to clearly indicate the details of infrastructure of after sales service facility with its location together with the anticipated time of attending complaints after their receipt of complaint in their service center.
- 9) Tenderer should clearly indicate the reasons as to why they consider their machine/item/equipment/system & it's accessories and their offer to be best for supply to the Corporation. The tenderer should enclose all documentary evidence in support of their claim along with their offer.
- 10) The machine/item/equipment/system & it's accessories would be required to be supplied and installed in the company premises as specified in Para 1 of the tender document. As such the tenderers should clearly confirm their acceptance to deliver / install and provide after sales service during the warranty period and afterwards at Corporation premises or as the location as specified in the tender document. They are also required to indicate the nearest service point location with address for providing services in respect of the offered machine/item/equipment/system & it's accessories.
- 11) In case the tenderer desires to provide supplies of add on optional accessories for the effective functioning of the system on complimentary / chargeable basis, he should clearly indicate items along with the terms of supply. The value of the complimentary supplies proposed should be clearly indicated in the offer.
- 12) The tenderer should necessarily enclose the complete exhaustive literature / Printed catalogue of their offered machine/item/equipment/system & its Accessories indicating full technical details/specifications and special features of their machine/item/equipment/system & it's accessories together with their make & model, etc.
- 13) In case of existence of a DGS&D/GeM rate contract or a State/Central Govt. Rate Contract in respect of the supply of the offered machine/item/equipment/system & it's accessories, an authenticated copy of the same should also be enclosed along with the offer. The enclosing of a copy of the relevant rate contract would still permit the tenderer to submit a lower competitive offer in which case the corporation would consider only the lower offer for comparison and

analysis.

- 14) The tenderers are required to submit exhaustive (anticipated) list of spares likely to be used on chargeable basis during the period of 03 years together with their prices indicating validity period of each spares for our necessary reference and records.
- 15) In case of any problem / trouble / defect after commissioning the local service provider is required to respond / attend the problem within 48 Hrs.
- 16) The repeat orders may be placed up to 100% of quantity of original order where the original order was placed on the supplier selected on the basis of OT only for ordering additional quantity. The repeat order will be placed on same rates and terms as mentioned in initial order.

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT/PERFORMANCE GUARANTEE

(To be executed by any Nationalized Bank in India, on a Rs. 200 non-judicial stamp paper under bank's covering letter mentioning address of the bank)

In consideration of M/s Artificial Limbs Manufacturing Corporation of India, hereinafter referred to as 'ALIMCO', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns having agreed to exempt M/s_____(Name of the vender/supplier/contractor) hereinafter referred to as supplier/contractor which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with ALIMCO a sum of Rs._____towards security / performance guarantee in lieu of the said

Supplier/contractor having agreed to furnish a bank guarantee for the said sum of Rs._____ As required under the terms and conditions of contract / work order / purchase order no.

_____Dated_____ [hereinafter referred as the order'] placed by ALIMCO on the said supplier / contractor.

We,_____the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay ALIMCO an amount not exceeding Rs.

_____on the demand made by ALIMCO on us due to a breach committed by the said supplier / Contractor of the terms and conditions of the order.

We_____the bank hereby undertakes to pay the amount under the guarantee without any demur merely on a demand from ALIMCO stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto.

The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by ALIMCO without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._____.

We,_____the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of ALIMCO under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till ALIMCO certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

We_____the bank, undertake to pay to ALIMCO any money so demanded notwithstanding any dispute or disputes raised by the said supplier / contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

We _____ the bank further agree that ALIMCO shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the ALIMCO against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of ALIMCO or any indulgence by ALIMCO to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 3 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

This guarantee will not discharged due to change in the constitution in the bank or the said supplier / contractor.

The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Chairman & Managing Director, Artificial Limbs Manufacturing Corporation of India.

We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of ALIMCO in writing.

Signed on the _____ day of

Witness

Signature for the Bank