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PR Number	PR Date	Indenter	Department
11009592	29.12.2021	IT DEPT	IT DEPT

Not Transferable

Security Classification:

# TENDER DOCUMENT FOR PURCHASE OF: NON-COMPREHENSIVE AMC FOR REFILLING OF PRINTER TONER CARTRIDGE.

# Tender Number: 6000017142/NCB/SY-15-23(154)/2021, Dated: 15.02.2022

This Tender Document Contains\_\_\_\_\_Pages.

Details of Contact person in SPMCIL regarding this tender:

Name: ASHOK SHARMA Designation: Jt. General Manager (Materials) Address: ISPN (India Security Press, Nashik) India



### Disclaimer

The information contained in this Bid Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Security Printing and Minting Corporation Limited (hereafter referred as the "Purchaser") or any of its employees or associated agencies, is provided to Bidder(s) on the terms and conditions set out in this Bid Document and such other terms and conditions subject to which such information is provided.

This Bid Document is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective Bidder(s) or any other party hereunder. The purpose of this Bid Document is to provide the Bidder(s) with information to assist them in the formulation of their proposal submission This Bid document does not purport to contain all the information Bidder(s) may require. This Bid document may not be appropriate for all bidders, and it is not possible for the Purchaser to consider particular needs of each Bidder. Each Bidder should conduct its own investigation and analysis, and should check the accuracy, reliability, and completeness of the information in this document and obtain independent advice from appropriate sources.

Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

This Bid document and ensuing bids; communications and Contracts would alone determine the legal and commercial relationship between the bidders/ contractors and the Purchaser. No other Government or Purchaser's document/ guidelines/Manuals including its Procurement Manual (which are for internal and official use of its officers), have any locus standii in such a relationship. These documents/guidelines/ Manuals therefore should not be cited or referred in any legal or dispute resolution or grievance redressal proceedings.

The Purchaser, its employees and other associated agencies make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid Document or arising in any way for participation in this Bid Stage.

The Purchaser, its employees and other associated agencies also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder(s) upon the statements contained in this Bid Document.

The Purchaser may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.

The issue of this Bid Document does not imply that the Purchaser is bound to select Bidder(s) and the Purchaser reserves the right to reject all or any of the Bidders or Bids or to decide to drop the procurement process at any stage without assigning any reason.



The Bidder(s) shall bear all its costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will remain with the Bidder(s) and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder(s) in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

This disclaimer forms an integral part of the Bid document and shall supplement but not supplant the provision of the Bid Document.

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### **SECTION I: NOTICE INVITING TENDER (NIT)**

INDIA SECURITY PRESS

(A Unit of Security Printing and Minting Corporation of India Limited) Wholly owned by Government of India Nashik Road – 422 101 (Maharashtra) Tel No 00 91 253 2402200, Fax No 00 91 253 2462718 Website: www.spmcil.com, email: purchase.isp@spmcil.com

Tender Number: 6000017142/NCB/SY-15-23(154)/2021, Dated: 15.02.2022

1. Sealed tenders are invited from eligible and qualified renderers for supply of the following GeM Availability report and Past Transaction Summery ID: - GEM/GARPTS/10012022/7143S22EXJ3U

Sch ed ule No.	Brief Description of Goods/ services	Quantity (with unit)	Earnest Money (in Rs.)	Remarks	
1	Non-comprehensive AMC for refilling of Printer Toner Cartridge	01 AU	6100.00INR SIX THOUSAND ONE HUNDRED ONLY		
Indig	e of Tender (Two Bid/ PQB/ EOI/ RC/ Develop genization/ Disposal of Scrap/ Security Item et	ic.)	Two bid Tender (Single (Techno-commercial + Price National Competitive Biddin	Bid)	
Auth	<u>rity Classification</u> ority in whose favour all tender related financ uments (FD, DD, Banker's cheque etc) are to b	ial	Non-Security India Security Press, Nashik Road, Unit of SPMCIL		
All Fi	inancial Instruments to be payable at:		Payable at Nashik		
Date	s and place of issue of tender documents:		From <u>16.02.2022</u> to <u>21.03.2022</u> during office hours At ISP, Nashik		
Closi	ng date and time for receipt of tenders		22.03.2022 up to 1430 Hrs		
Place	e of receipt of tenders		Green Gate, India Security Press, Nashik Road-422 101, Maharashtra, India		
Place	e and date of opening of tenders for Technical e, Time, and date of Opening of Price (Financial) timated later on		1500 Hours on <u>22.03.2022</u>		
Place	e of opening of tenders		Purchase Section, India Security Press, Nashik Road-422 101, Maharashtra, India		
	inated Person/ Designation to Receive Bulky T use 21.1 of GIT)		Jt. General Manager (HR), In Press, Nashik Road:- Maharashtra, India	-	
Offic	er to be contacted for clarifications/ help:		Ashok Sharma, Jt. GM (Mater India Security Press, Nashik		

2. Eligibility to participate as per Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Ministry of Finance, Department of Expenditure, Public Procurement Division's Orders (Public Procurement 1, 2 and 3) F.No.6/18/2019-PPD dated 23rd/ 24th



July 2020 (or any further amendments thereof) regarding eligibility of bidders from neighboring countries shall apply to this tender.

3. Please note that SPMCIL reserves its right to grant Purchase preferences in accordance with Government of India's Public Procurement (Preference to Make in India) Order 2017 (as amended/ revised) and Public Procurement Policy for Micro and Small Enterprises (MSEs) Amendment Order, 2018 (as amended/ revised).

4. Interested tenderers may obtain further information about this requirement from the above office selling the documents. They may also visit our website mentioned above for further details.

5. Tenderer may also download the tender documents from the web site mentioned above and submit its tender by utilizing the downloaded document, the bidder must not make any changes to the contents of the documents, except for filling the required information. A certificate to this effect must be submitted by the bidder in the Tender Form (Section X).

6. Tenderers shall ensure that their tenders, duly sealed and signed, complete in all respects as per instructions contained in the Tender Documents, are dropped on or before the closing date and time indicated in the Para 1 above in the tender box located at the address given below , failing which the tenders will be treated as late and rejected. Tenders may also be sent through post at the address as above. However, Purchaser will not be responsible for any postal lapses or delays in receipt of the documents. In case NIT/ SIT provide for uploading of bids to nominated eProcurement portal, bidders must upload their bids along with scanned copies as required enclosures (including proofs of cost of Tender Documents and EMD as applicable - unless an online payment gateway is provided in the instruction) as per instructions given in this regard.

Original copies of such scanned uploaded required enclosures must reach in physical form within the date and place as provided in such instructions, otherwise their uploaded bid, would be declared as unresponsive.

7. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the purchase organization, the tenders will be sold/ received/ opened on the next working day at the appointed time.

8. The tender documents are not transferable.

9. The bidder, their affiliates, or subsidiaries – including subcontractors or suppliers for any part of the contract – should not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations. A declaration to this effect shall be submitted by the bidder in the Tender Form (Section X).

10. EMD amount mentioned in Section VI – List of Requirements shall be furnished in one of the following forms: a) Account Payee Demand Draft or b) Fixed Deposit Receipt or c) Banker's cheque or d) Bank Guarantee; in acceptable form, otherwise the tender will not be accepted in any case. The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of Account and place of payment specified in the Para 1 above. In case of bank guarantee, the same is to be provided from/confirmed by any scheduled commercial bank in India as per the format specified under Section XIII in these documents.



11. Undersigned confirms that the required goods mentioned above are not available on GeM as per "GeM - Availability Report and Past Transaction Summary" (GeM - AR&PTS). This unique ID is mentioned in para 1 above.

Sd/-(Ashok Sharma) Jt.General Manager (Materials) India Security Press, Nashik Road-422101 Phone No 0253 2402219 **For and on behalf of** Chief General Manager, India Security Press, Nashik Road



### Section II: General Instructions to Tenderer (GIT)

### PART I & II: GENERAL INSTRUCTIONS Applicable to all Types of Tenders:

Please refer the link to **https://spmcil.com/uploaddocument/GIT/new.pdf** for further details.

GIT (Total pages: 61)

BIDDERS ARE REQUESTED TO DOWNLOAD 61 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DOCUMENT.



### SECTION III: SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.(Clauses of GIT listed below include a possibility for variation in their provisions through SIT. There could be other clauses in SIT as deemed fit.)

Sl. No.	GIT Clause No.	Торіс	Modify/ Substitute/ Supplement	SIT Provision
1	3	Eligible Tenderers		As applicable
2	3.4	Eligible Goods and Services (Origin of Goods)		As applicable
3	6.1	The tender documents includes:	Modify	SIT 1 (Mentioned below)
4	8	Prebid Conference		Not applicable
5	9	Time Limit for receiving request for clarification of Tender Documents		SIT 2 (Mentioned below)
6	10.1	The Technical bid to be submitted by Tenderer shall contain the following documents, duly filled in, as required		As applicable
7	11.2	Tender Currency		As applicable
8	12.1	Tender Prices		As applicable
9	12.2, 33, 36.1	Schedule wise evaluation		As applicable
10	12.6	GST details		As applicable
11	16. a) to c)	Documents Establishing Tenderer's Eligibility and Qualifications	Modify	As per Section IX: Qualification / Eligibility Criteria
12	18.4, 18.5	Earnest Money Deposit (EMD)	Modify	SIT 3 (Mentioned below)
13	19	Tender Validity	Modify	SIT 4 (Mentioned below)
14	20.4	Number of Copies of Tenders to be submitted		SIT 5 (Mentioned below)
15	20.8	Two Bid System		As applicable
16	21	Submission of Tender	Modify	SIT 6 (Mentioned below)
17	24	Opening of Tender & Evaluation Process	Modify	SIT 7 (Mentioned below)

### **SIT 1:- The tender documents includes**:- The tender documents includes:

- 1. Section I Notice Inviting Tender (NIT)
- 2. Section II General Instructions to Tenderers (GIT)
- 3. Section III Special Instructions to Tenderers (SIT)
- 4. Section IV -General Conditions of Contract (GCC)
- 5. Section V Special Conditions of Contract (SCC)



- 6. Section VI List of Requirements
- 7. Section VII Technical Specifications
- 8. Section VIII Quality Control Requirements
- 9. Section IX Qualification/ Eligibility Criteria
- 10. Section X Tender Form
- 11. Section XI Price Schedule
- 12. Section XII Vendor Details
- 13. Section XV Bank Guarantee Form for Performance Security
- 14. Section XVI Contract Form
- 15. Section XVII: Letter of Authority for attending a Bid Opening
- 16. Section XVIII: Proforma of Bills for Payments
- 17. Section XIX: NEFT Mandate
- SIT 2: Time Limit for receiving request for clarification of Tender Documents:- A tenderer requiring any clarification or elucidation on any issue of the tender document may take up the same with ISP Nashik in writing or by fax/ e-mail/ post. ISP Nashik will respond in writing to such request provided the same is received by ISP Nashik not later than 21 days prior to the prescribed date of submission of tender.
- **SIT 3: Earnest Money Deposit (EMD):** The required EMD as mentioned in Section VI, List of requirements submitted along with the tender in techno-commercial offer. The EMD shall be valid for a period of 45 days beyond Bid Validity i.e. 120 + 45 = 165 days. Any short validity, the tender shall be treated as unresponsive. The EMD should in the Indian Rupees only.

### SIT 4: Tender Validity:-

(i) The tenders shall remain valid for acceptance for a period of **120 days after the date of tender opening** prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

(ii) In exceptional cases, the tenderers may be requested by ISP Nashik to extend the validity of their tender upto a specified period. Such request(s) and response thereto shall be conveyed by surface mail or by fax/ e-mail followed by surface mail. The tenderers who agree to extend the tender validity, are to extend the same without any change or modification of their original tender.

(iii) In case the day upto which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for ISP Nashik, the tender validity should automatically be extended upto the next working day.

**(iv)** Compliance with the Clauses of this Tender Document: Tenderer must comply with all the clauses of this Tender Document. In case there are any deviations, these should be listed in a chart form without any ambiguity along with justification.

SIT 5: Number of Copies of Tenders to be Submitted: - Tenderer shall submit their tender in "Original" only



**SIT 6: Submission of tender:** <u>Techno Commercial Bid</u> and <u>the Price Bid</u> are to be submitted in Two Separate double sealed Envelopes on or before the due date of the submission of the tender as stated below otherwise tender/ bid / quotation shall be liable for rejection.

### PART I : Techno-Commercial bid :- (First Envelope):

1. Earnest Money Deposit: Rs. 6,100/-

EMD must be submitted along with the tender in form of DD/ Bankers cheque/ FDR drawn from any Scheduled Commercial Bank in India only in favour of SPMCIL unit ISP payable at Nashik. The firm who are registered under NSIC, Micro & Small Enterprises (MSE) for manufacturing/ selling/ Trading of similar item may be exempted from submitting the EMD on producing valid certificate. The certificate should clearly indicates the stores details similar to India Security Press requirement and the validity of the certificate (Valid upto XXXXXX) otherwise, certificate will not be considered for exemption of EMD.

- **2. Power of Attorney/ Authorization** with the seal of company indicting that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.
- **3.** The eligibility criteria for the tender are given in **Section IX- Qualification/ Eligibility Criteria.** The bidder has to submit all the desired documents and relevant documentary proof in support of relevant clauses mentioned in Section IX: Qualification/ Eligibility Criteria. The Qualifying Criteria should be submitted in original.
- **4.** The tenderer shall submit detailed techno-commercial offer as per Technical Specifications mentioned as per Section-VII and List of Requirement as per Section-VI of the tender document.
- **5.** The tenderer has to submit sealed and signed tender document by authorized signatory of the tenderer as a token of acceptance of all section/ terms and conditions of this tender document (GIT, SIT, GCC & SCC, Quality Control Requirement, List of Requirement, Technical Specification, Tender form etc.)

### Part-II: Price Bid (Second Envelope):

The tenderer shall quote their prices strictly as per the proforma given in Section-XI of the Tender document. No additional/ extra item with price shall be included other than that of Section XI.

### NOTE:-

- i. Each envelope containing bids shall be super scribed as, <u>Techno-commercial Bid</u> and <u>Price</u> <u>Bid</u> separately as the case may be for "NON-COMPEHENSIVE AMC FOR REFILLING OF</u> **PRINTER TONER CARTRIDGE"**. The sealed envelopes shall be again put in another envelope and super scribed as tender for "NON-COMPEHENSIVE AMC FOR REFILLING OF PRINTER TONER CARTRIDGE" due on 15:00 hrs. IST on <u>22.03.2022</u>.
- **ii.** If the tender is not submitted as per above format, offer/ bid/ tender will be liable for rejection.
- iii. Late Tender shall not be accepted. Tenderer shall submit their offer only on prescribed form. Tenders by fax/ email shall not be accepted. Tender by Post/hand/courier received on or



before the due date and time shall be accepted. Postal delay/ delay by courier services etc. shall not be condoned, what so ever reason may be.

### **SIT 7: Opening of Tender & Evaluation Process:**

- 7.1 In the first instance, the **Techno-Commercial** part of Tender document will be opened and considered for the evaluation. These offers/ bid will be scrutinized and evaluated by the competent committee/ authority with reference to the parameters prescribed in the eligibility criteria (Section IX). The technical acceptance of the bids is on the basis of **Technical Specifications** offered by the bidders as per Section -VII Technical Specification and Section-VI List of Requirement of the tender document and acceptance of the terms and conditions as per GIT, SIT, GCC, SCC, other conditions of tender. Conditional offers will be liable for rejection.
- 7.2 In the second stage, the Price Bid of only Techno Commercially Qualified firm offers (as mentioned first stage) will be opened for further scrutiny and evaluation.

The intimation regarding opening of price bids shall be given to qualified tenderers to enable them to attend the technical and price bid opening, if they so desire.

7.3 **Price bid evaluation:** In the second stage, the price bid of only Techno Commercially Qualified firm will be opened for further scrutiny and evaluation. The price quoted shall be compared on Total Price basis (FOR ISP Nashik Road), including all taxes, duties, packing and forwarding charges, freight, insurance, etc. The evaluation criteria for awarding the contract shall be to L1 Individual bidder schedule mentioned in **Section XI Price Bid.** 



### SECTION IV: GENERAL CONDITION OF CONTRACT (GCC)

Please

the

link

https://spmcil.com/uploaddocument/GCC/new.pdf for further details

refer

GCC (Total pages: 36)

BIDDERS ARE REQUESTED TO DOWNLOAD 35 PAGES BY CLICKING THE ABOVE SAID LINK AND SUBMIT THE SAME DULY STAMPED AND SIGNED ALONG WITH TENDER DCOUMENT.



### Section V: Special Conditions of Contract (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special Conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit)

S. No	GCC Clause No.	Торіс	Modify/ Substitute/ Supplement	SCC Provision
1	6.1, 6.2, 6.3 & 6.5	Performance Bond/ Security	Modify	SCC 1 (Mentioned below)
2	8.2	Packing and Marking		Not applicable
3	9	Inspection and Quality Control		As applicable
4	11.2	Transportation of Domestic Goods		Not applicable
5	12.	Insurance		Not applicable
6	14.1	Incidental Services		As Applicable
7	15	Distribution of Despatch Documents for clearance/ Receipt of Goods		Not Applicable
8	16.2, 16.4	Warrantee Clause		As Applicable
9	19.3	Option Clause		Not Applicable
10	20.1	Price Adjustment Clause		Not Applicable
11	21.	Taxes and Duties	Modify	SCC 2 (Mentioned below)
12	22	Terms and Mode of payments	Modify	SCC 3 (Mentioned below)
13	24.1	Quantum of LD		SCC 4 (Mentioned below)
14	25.1	Bank Guarantee and Insurance for Material Loaned to Contractor		Not Applicable
15	33.1	Resolution of Disputes		As applicable
16	36.3.2, 36.3.9	Disposal/ Sale of Scrap by Tender		Not Applicable

### SCC-1: Performance Bond/ Security:

- (i) If value of contract is more than 2.5 lakhs the successful bidder has to submit Performance Bond/ Security equivalent to 3% of the order(s) value, valid for a period of 17 months from the date of issue of Notification of award of contract and completion of all contractual obligations by the supplier, including the warranty obligations.
- (ii) The Performance security shall be denominated in Indian Rupees shall be in one of the following forms:

a) Account Payee Demand Draft or Fixed Deposit Receipt drawn on any commercial bank in India, in favour of ISP, unit of SPMCIL payable at Nashik.



b) Bank Guarantee issued by a commercial bank in India, in the prescribed form as provided in section XV of this document.

- **SCC 2:- Taxes and Duties**:- Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.
- **SCC 3 :- Terms and Mode of payments**:- Payment will be released on Quarterly basis after receipt of services and acceptance of services by the purchaser and on production of all required documents by the supplier. The payment will be done through online only. Therefore, the suppliers have to produce all the bank details such as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document. GST as applicable as per rules. TDS, if applicable will be deducted from the firms bill.
- **SCC 4:- Quantum of LD**:- Subject to GCC clause 28, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, ISP shall, without prejudice to other rights and remedies available to ISP under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the ½% percent (or any other percentage if prescribed in the SCC) of the delivered price of the delayed goods and/ or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% (or any other percentage if prescribed in the SCC) of the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 23.4 above shall also apply. In all such cases GST would also be applicable on LD.



### **Section VI: List of Requirements**

1. Sche dule No.	Brief description of goods and services (Related specifications etc. are in Section-VII)	HSN /SAC Code	Accoun ting unit	Quantity	Amount of Earnest Money (INR)	Place of Delivery for GST purpose
	Non-comprehensive AMC Cartridge	for refi	lling of Prii	nter Toner	6100.00 INR SIX THOUSAND ONE	India Security
2)	Non-comprehensive AMC for refilling of Printer Toner Cartridge		AU	01	HUNDRED ONLY 0.00	Press, Nashik

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2	
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Ζ.			
(a)	Required Delivery	:	One year from the date of issue of Purchase Order
	Schedule		
(b)	Required Terms	:	FOR ISP,Nashik Basis.
	of Delivery		
(c)	Destination	:	India Security Press,
			Nashik Road–422 101.
			Maharashtra, India
1	All the contra of tor	da	a shall be completed in all years atta with all their attachments (and a groups duly

1. All the copies of tenders shall be completed in all respects with all their attachments/enclosures duly numbered and signed on each and every page.

- 2. The total cost inclusive of all elements as cited above on FOR India Security Press, Nashik Road (Maharashtra), India, basis should be indicated clearly both in words and figures in the price bid.
- 3. All the copies of the Tender shall be complete in all respect with all attachments/enclosures duly numbered & signed on each & every page.

4. The Bidder has to submit the Check list as per Format given below along with the Techno-commercial Documents (**First Envelope**):

Sr.	Description	Submitted /Not	Page
No.		Submitted	No.
1.	EMD		
2.	Documentary evidence towards Experience as per clause 1 (A) of section IX.		
3.	Documentary evidence towards Financial Standing 1 (B) as per clause 1of section IX.		
4.	Undertakings/Declarations as per clause 3 (c) & (d) of section IX.		
5.	<b>Power of Attorney/ Authorization</b> with the seal of company indicting that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.		
6.	All pages of the tender documents (including GIT, GCC, SIT, SCC, List of requirements, Technical specification, quality requirements, etc.) duly signed and stamped by the Authorized signatory of the bidder.		
7.	Adherence to the Technical Specification as per Section VII on Bidder's Letter Head and other required information.		
8.	Adherence to the Quality Control Requirements as per Section VIII on Bidder's		



	Letter Head.	
9.	Adherence to the Delivery Schedule as per Section VI on Bidder's Letter Head.	
10.	Duly filled Tender form as per Section X alognwith required documents	
11.	Duly filled Section XII: Vendor details & alongwith required documents	
12.	NEFT mandate as per Section XIX	

The Bidder has to submit the Check list as per Format given below along with the Price Bid (Second Envelope):

Sr.	*	Submitted /	Page
No.		Not Submitted	No.
1.	Duly filled Section XI: Price bid		



### Section VII: Technical Specifications

### **Details of cartridges-**

Printer Make	Cartridge No.	Quantity
Canon/HP	12A	585
Canon	326	5
Canon	328A	25
Canon	912A	20
Canon	52	15
Canon	337	18
Canon	319	10
НР	36A	20
НР	88A	250
НР	CB436AC/CB505AC	3
EPSON L-350	Ink Bottle	2 set
EPSON L-3150	Ink Bottle	2 set
EPSON L-3156	Ink Bottle	2 set
EPSON L-805	Ink Bottle	1 set
Samsung	4521D3/SEE	3
Samsung	MLT-203S	3
Samsung	MLT-D101S	11
Samsung	MLT-D1043S	8
Brother	TN1020	5
Brother	TN2365	13
Brother	TN2369	2
Brother	2255	2
TOT	<b>FAL</b>	1005

#### **Terms & Conditions**

- 1. Refilling of approx. 1005 nos Printer cartridges in one year.
- 2. The cartridge should be fully emptied and thoroughly cleaned before refilling.
- 3. Good quality (Finest) toner powder shall be refilled to full capacity of cartridge.
- 4. Test print should be generated after installing the refilled cartridges.
- 5. Quantity of Toner Powder: The quantity of toner powder must be standard procedure as OEM.
- 6. Work of Refilling/Refurbishing printer toner cartridges shall be completed under the direction of IT Department ISP.
- 7. Replacement of parts of cartridge if required i.e. PCR(Paper Charger roller), Magnet, blade, cartridge rollers needs to be replaced by firm.
- 8. Material i.e. Drum & Powder and Manpower required for the refilling shall be arranged by the vendor. All other materials required for repairing will be provided by ISP.
- 9. Drum change is mandatory for every refilling of cartridges.
- 10. The vendor shall be responsible for any damages to cartridge/leakages of toner/ink.



- **11.** Machinery and Manpower for cleaning and repairing of printers shall be arranged by the vendor.
- 12. One technician should be deputed by vendor at ISP as and when required for refilling of cartridges.
- **13.** ISP working hours (08:30 AM to 05:30 PM) including Sunday working as per office orders is to be followed by the technician.
- 14. PVR of technician should be submitted by the vendor prior deputation.

Note: Tenderer's attention is drawn to GIT clause 17 and GIT sub-clause 10.1.

The tenderer is to provide the required details, information, confirmations, etc accordingly, failing which it is tender is liable to be ignored. Prospective bidders shall comply with the feature specifications (including Warrantee Obligations) and submit a "Specification Compliance Certificate" with their Technical Bid.



### Section VIII: Quality Control Requirements

As per section VII of Tender document.



### Section IX: Qualification/ Eligibility Criteria

**1.** The Bidder firm should meet following eligibility criteria to qualify in the Techno Commercial bid:

### (A) Experience and past performance:

The bidder should have experience of having successfully completed similar kind of services for the value at least of Rs. 1,21,684/-, in any one of the last five years ending on 31.03.2021.

**Note:** The 'Experience and Past experience criteria' is exempted for Startups and Micro and Small Enterprises.

(B) Capacity: - The bidder must have capability to provide the relevant services.

### (C) Financial Standing:

1) The average annual financial turnover of the bidder during the last three years, ending on '31.03.2021', should be at Rs. 1,21,684/- as per the annual report (audited balance sheet and profit & loss account) of the relevant period duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

Note: The 'Average Annual Turnover criteria' is exempted for Startups and Micro and Small Enterprises.

- 2) Bidder Firm should not have suffered any financial loss for more than one year during the last three years, ending on the '31.03.2021'.
- 3) The net worth of the firm should

a. not be negative on '31.03.2021' and

b. not have eroded by more than 30% in the last three years, ending on '31.03.2021'.

- 2. Bidder firm shall submit the copy of PAN & GST Registration Certificate.
- **3.** Other Eligibility requirements for the Bidders:
  - (a) The application should be submitted in English Language. The authenticated copies of the documents in support of the applicant's claims must be submitted in English language.
  - **(b)** The bidder shall indicate/ certify that authorized signatory is competent and legally authorized to submit the tender and/ or to enter into legally binding contract.
  - **(c) Blacklisting**: The bidder firm should submit declaration that the firm has not been blacklisted/ debarred by any government agency / Public Sector Unit/ Reputed organization.
  - (d) Agree to withdraw all deviations: The bidder firm should submit declaration that "We agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".



### Section X: Tender Form

Date.....

То

.....

(complete address of SPMCIL)

Ref: Your Tender document No. ..... dated .....

We, the undersigned have examined the above-mentioned tender enquiry document, including amendment No. ------, dated ------ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver........ (*description of goods and services*) in conformity with your above referred document for the sum shown in the price schedule(s), attached herewith and made part of this tender. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance for a period upto ------, as required in the GIT clause19, read with modification, if any in Section-III – "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender upto the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We confirm that in case of downloaded Tender Document, we have not changed/ edited its contents. We realise that in case any such change is noticed at any stage including after the award of contract, we would be liable to action under clause 44

of the GIT.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We also solemnly declare as under:

### 1. MSMEs Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

(a) Company /Partnership Firm /Proprietary Concern / Society/Trust / NGO/Others (Please Specify):.....

(b) Micro/ Small / Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others:....

(c) Name of MSME Registering Body (NSIC/ DIC/ KVIC/KVIB etc.):.....

(d) MSME Registration no. (with copy of registration):....

(e) Udyog Aadhaar Memorandum no.....

(f) Whether Proprietor/ Partner belongs to SC/ ST or Women category.

(Please specify names and percentage of shares held by SC/ST Partners):.....

### 2. Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP\_MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for category of supplier:

- Class-I Local Supplier/
- Class-II Local Supplier/



• Non-Local Supplier.

(b) We also declare that

- There is no country whose bidders have been notified as ineligible on reciprocal basis under this order for offered product, or
- We do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under this order.

# 3. Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017

Having read and understood the Order (Public Procurement No. 1) issued vide F.No.6/18/2019-PPD dated 23rd July 2020 (and its amendments if any) by Department of Expenditure, Ministry of Finance under the above provision and solemnly declare the following:

• We do not belong to any Country whose bidders are notified as ineligible under this order

**4. Debarment Status:** Please state whether business dealings with you currently stand suspended/ banned by any Ministry/ Deptts. of Government of India or by any State Govt:

- Yes (with period of Ban)
- No, We, solemnly declare that neither we nor any of our affiliates or subsidiaries including subcontractors or suppliers for any part of the contract do not stand declared ineligible/ blacklisted/ banned/ debarred by any Government Agency anywhere in the world, for participating in its tenders, under that country's laws or official regulations.

**5. Penalties for false or misleading declarations:** I/we hereby confirm that the particulars given above are correct and complete and also undertake to advise any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of code of Ethics and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

..... (Name and designation) Duly authorized to sign tender for and on behalf of



# **Section XI: Price Schedule**

To, Chief General Manager India Security Press, Nashik Road

OFFER FORM for Tender No......Hours

We.......hereby certify that we are established firm of manufacturers/authorized agents of M/s. ......with factories at .......which are fitted with modern equipment and where the production methods, quality control and testing of all materials and parts manufactured or used by us are open to inspection by the representative of ......(Name of Purchaser). We hereby offer to supply the following items at the prices indicated below:-

Sche dule No.	Description	L		Specific ation	Unit	Qty	Total Price per unit (In Indian Rupees) See table below for Break-up of Price	Total Value of offer (In Indian Rupees)	Terms of Payments	Delivery Period	Gross weight and dimensions of package per unit
1	2			3	4	5	6	7	8	9	10
A)	Non-compr	ehensi	ve AMC	for refillin	g of Print	er Tone	er Cartridge				
1	Cartridge (Canon/HP)	no.	12A	Section	nos	585			As per Section V : SCC 3	As per Section VI:2 (a)	N.A
2	Cartridge (Canon)	no.	326	VII	nos	5					
3	Cartridge (Canon)	no.	328A		nos	25					
4	Cartridge (Canon)	no.	912A		nos	20					
5	Cartridge (Canon)	no.	052		nos	15					
6	Cartridge (Canon)	no.	337		nos	18					
7	Cartridge (Canon)	no.	319		nos	10			1		
8	Cartridge no	o. 36A (	HP)		nos	20					



				 <u>.</u>	
9	Cartridge no. 88A (HP)	nos	250		
10	Cartridge no. CB436AC/CB505AC (HP)	nos	3		
11		SET	2		
12	Ink Bottle set- 4 nos. (Epson L-3150)	SET	2		
13	Ink Bottle set- 4 nos. (Epson L-3156)	SET	2		
14	Ink Bottle set- 4 nos. (Epson L-805)	SET	1		
15		nos	3		
16		nos	3		
17	Cartridge no. MLT-D101S (Samsung)	nos	11		
18		nos	8		
19	Cartridge no. TN1020 (Brother)	nos	5		
20	Cartridge no. TN2365 (Brother)	nos	13		
21	Cartridge no. TN2369 (Brother)	nos	2		
22	Cartridge no. 2255 (Brother)	nos	2		



### Break-up of Price in Column - 6 (In Indian Rupees)

Sr. No.	Description	Ex-Factory Price after considering input GST credit available to vendor A	Name of Manufact urer/OE M B	Country of Origin C	HSN/ SAC Code D	GST % (incld GST Cess, if any) with Break- up of CGST/STGS T/UTGST/I GST E	Per unit GST Total F	Packing & Forwarding in details G	F.O.R. Station of Despatch Price H	Freight (& Insurance charges) upto destination	FOR Destinati on Price
1	Cartridge no. 12A (Canon/HP)	A	D	L	D	E	Г	G	п	1	J
2	Cartridge no. 326 (Canon)										
3	Cartridge no. 328A (Canon)										
4	Cartridge no. 912A (Canon)										
5	Cartridge no. 052 (Canon)										
6	Cartridge no. 337 (Canon)										
7	Cartridge no. 319 (Canon)										
8	Cartridge no. 36A (HP)										
9	Cartridge no. 88A (HP)										
10	Cartridge no. CB436AC/CB505A C (HP)										
11	Ink Bottle set- 4 nos. (Epson L-350)										
12	Ink Bottle set- 4 nos. (Epson L- 3150)										
13	Ink Bottle set- 4 nos. (Epson L- 3156)										



14	Ink Bottle set- 4 nos. (Epson L-805)					
15	Cartridge no. 4521D3/SEE (Samsung)					
16	Cartridge no. MLT- 203S (Samsung)					
17	Cartridge no. MLT- D101S (Samsung)					
18	Cartridge no. MLT- D1043S (Samsung)					
19	Cartridge no. TN1020 (Brother)					
20	Cartridge no. TN2365 (Brother)					
21	Cartridge no. TN2369 (Brother)					
22	Cartridge no. 2255 (Brother)					

- 1. Scope of Supply: (Cost break-up of the quoted cost, showing inter-alia costs of all the concomitant Installation/Commissioning/Training/Technical Support/Incidental Services/Software/accessories, considered necessary to make the proposal self-contained and complete must be indicated here.)
- 2. Taxation Details:
  - a) PAN Number
  - b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc)
  - c) GSTIN Number
  - d) Registered Address as per GST Registration and Place of Delivery for GST Purpose.
  - e) Contract Names, Nos & email IDs for GST matters ( Please mention primary and secondary contracts)
- 3. It is hereby certified that we have understood the General and Special Instructions to Tenderers (GIT and SIT), and also the General and Special Conditions of Contract (GCC and SCC) attached to the tender and have thoroughly examined specifications/Quality Control Requirement and other stipulations in Section VII & VIII required and out offer is to supply stores strictly in accordance with the requirements and according to the terms of the tender. We agree to abide solely by the General and Special Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.
- 4. We hereby offer to supply the stores detailed above or such potion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of ......days from the date of opening of tende (i.e. upto......), We shall be bound by the communication of acceptance dispatched within the prescribe time.



Signature and Seal of Manufacturer/Bidder

Note:-

(i) The Bidder may prepare their own offer forms as per this proforma.

(ii) No change in the proforma is permissible.

(iii) No erasures or alternations in the text of the offer are permitted. Any correction made in the offer shall be initialled by the bidder.

(iv) Figures in Columns 5 to 7 (both inclusive) and in Break-up of price in column 6, should be in both figures and words.

(v) This Section should not bring in any new Technical Parameter that has not been mentioned in the Technical Bid.



### Section XII: Vendor Details

The tenderer should furnish specific details mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or misleading answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

### **1. Vendor/ Contractor particulars:**

(a) Name of the Company:.....

- (b) Corporate Identity No. (CIN): .....
- (c) Registration if any with SPMCIL: .....
- (d) Complete Postal Address: .....
- (e) Pin code/ ZIP code: .....
- (f) Telephone nos. (with country/area codes): .....

(g) Fax No.: (with country/area codes): .....

(h) Cell phone Nos.: (with country/area codes): .....

(i) Contact persons /Designation: .....

(j) Email IDs: .....

### 2. Taxation Details:

(a) PAN number: .....

(b) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): .....

(c) GSTIN number: .....

(d) Registered Address as per GST registration and Place of Delivery for GST Purpose: .....

(e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

.....

<sup>2</sup> We solemnly declare that our GST rating on the GST portal / Govt. official website is NOT negative / blacklisted during the last three financial years.

(Signature with date)

(Signature with date)

(Full name designation & address

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer) For and on behalf of

.....

.....

(Name, address, and stamp of the tendering firm)



## Section XIII: Bank Guarantee Form for EMD

Not Applicable



## Section XIV: Manufacturer's Authorization Form

Not applicable.



### Section XV: Bank Guarantee Form for Performance Security

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND (ON BANK'S LETTERHEAD WITH ADHESIVE STAMP)

Ref ..... Date ..... Bank Guarantee No ..... To,

### (Insert Name & Address of the Purchaser)

Dear Sir,

date. Payment under this bond of guarantee shall be made promptly, upon our receipt of notice to that effect, from the Purchaser.

4. We undertake to pay to the Purchaser, any money so demanded, notwithstanding any dispute or disputes raised by the Contractor, in any suit or proceeding pending before any Court or Tribunal, relating thereto, our liability under this present, being absolute and unequivocal. The payments so made by us under this bond, shall be a valid discharge of our liability for payment thereunder, and the Contractor shall have no claim against us, for making such payments.



guarantee, by reason of any such variation or extension being granted to the said Contractor, or for any forbearance and/or omission on the part of the Purchaser, or any indulgence by the Purchaser towards the said Contractor, or by any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision, have the effect of so releasing us from our liability under this guarantee. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

Date Place

> Signature (Printed Name) (Designation)

Witnesses

(Bank's Common Seal)



### Section XVI: Contract Form

(Address of SPMCIL's office issuing the contract)

Contract No..... dated.....

This is in continuation to this office' Notification of Award No...... dated .....

1. Name & address of the Supplier: .....

3. Supplier's Tender No....... dated ....... and subsequent communication(s) No....... dated ....... (If any), exchanged between the supplier and SPMCIL in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:

(i) General Conditions of Contract;

(ii) Special Conditions of Contract;

(iii) List of Requirements;

(iv) Technical Specifications;

(v) Quality Control Requirements;

(vi) Tender Form furnished by the supplier;

(vii) Price Schedule(s) furnished by the supplier in its tender;

(viii) Manufacturers' Authorisation Form (if applicable for this tender);

(ix) SPMCIL's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section – V - 'General Conditions of Contract' of SPMCIL's Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/ services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price

Any other additional services (if applicable) and cost there of: .....

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

(ii) Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s), and place(s) of conducting inspections and tests.

(b) Designation and address of SPMCIL's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

(vii) Warranty clause



(viii) Payment terms(ix) Paying authority

.....

(Signature, name, and address of SPMCIL's authorized official) For and on behalf of...... Received and accepted this contract ....... (Signature, name, and address of the supplier's executive duly authorized to sign on behalf of the supplier) For and on behalf of ...... (Name and address of the supplier)

(Seal of the supplier) Date: Place:



### Section XVII: Letter of Authority for attending a Pre-bid Conference/ Bid Opening

The General Manager Unit Address Subject: Authorization for attending bid opening on \_\_\_\_\_\_ (date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_\_ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or		
Officer authorized to sign the bid		
Documents on behalf of the		
bidder.		

### Note:

1. Maximum of two representatives will be permitted to attend pre-bid conference/ bid opening. In cases where it is restricted to one, first named representative will be allowed to attend. Alternate representative will be permitted when regular representatives are not able to attend.

2. In case of pre-bid conference, self-attested copy of proof of purchase of Bid documents, in the name of the bidder must be enclosed with this authorization, without which entry would be refused. Bid documents would be available for sale at the site also.

3. Permission for entry to the hall where even is held may be refused in case authorization as prescribed above is not produced.



### Section XVIII: Proforma of Bills for Payments

### (Refer Clause 22.6 of GCC)

Name and Add	lress of the Firm	1							
	Bill No Dated								
Purchase orderNoNoDated									
Name and add	ress of the cons								
S. No	Authority	Description	Number or	Rate	Price per	Amount			
	for purchase	of Stores	quantity	Rs. P.	Rs. P.				
Total									
1. GST/ CGST/	SGST/UTGST/	IGST Amount							
2. Freight (if a	pplicable)								
3. Excise Duty	(if applicable)								
4. Packing and	Forwarding ch	arges (if applica	able)						
5. Others (Plea	ise specify)								
6. PVC Amoun	t (with calculati	on sheet enclos	ed)						
7. (-) deductio	n/Discount								
	payable (in wo								
Dispatch detai	l RR No. other p	proof of despate	h						
Dated						(enclosed)			
Dated									
Place and Date									
Received Rs	Received Rs								
Rupees)									

We solemnly certify that:

a. Goods and Services Tax (GST) charged on this Bill is not more than what is payable under the provision of the relevant Act or the Rules made there under.

b. Goods on which GST has been charged have not been exempted under the GST Act or the rules made there under and the charges on account of GST on these goods are correct under the provisions of that Act or the Rules made there under.

c. We are registered with above indicated GSTIN as dealer in the State where in their Billing address is located for the purpose of GST.

d. This bill form / invoice is not a replacement for the GST invoice. The proper GST invoice as per requirements of GST rules has been sent to the Purchaser as and when deliveries are made to the consignee.

e. that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier



### Section XIX: NEFT Mandate

(Refer clause 22.2 of GCC)

From: M/s. ..... Date: ...... To:

(Insert Name and Address of Purchaser's Paying Authority as per NIT Clause 1)

Sub: NEFT payments

We refer to RBI's NEFT scheme. Our mandate SPMCIL for making payments to us through the above scheme to our under noted account.

NATIONAL ELECTRONIC FUNDS TRANSFER MANDATE FORM

1	Name of City						
2	Bank Code No.						
3	Branch Code No.						
4	Bank's Name						
5	Branch Address						
6	Branch Telephone / Fax No.						
7	Supplier's Account No.						
8	Type of Account						
9	IFSC code for NEFT						
10	IFSC code for RTGS						
11	Supplier's name as per Account						
12	MICR Code No.						
In Lie	In Lieu of Bank Certificate to be obtained as under, please attach a bank cancelled cheque or photocopy						
of a cl	of a cheque or front page of your bank passbook issued by your bank for verification of the above						
partic	particulars.						

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option intimation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date

Signature of the Customer

Certified that the above particulars are correct as per our record.

Stamp and Signature of authorized official of the bank



# Section XX: Integrity Pact

Not Applicable