



NATIONAL INSTITUTE OF PUBLIC FINANCE AND POLICY

18/2 Satsang Vihar Marg, Special Institutional Area (Near JNU)

New Delhi – 110 067 INDIA

Tel: 011-26569303

Ref.: NIPFP/S&P/KOHA/2023

Dt.31/07/2023

NOTICE INVITING TENDER

E-tenders under Two Bid System (Technical and Financial bids) are invited for Installation and Customization of open-source KOHA (LibraryManagement Software) with Data migration from the existing LIBSYS Library Automation Software from eligible and qualified Company/Partnership firm/Proprietary firm/Agency. The bids are to be submitted on or before 22/08/2023 by 1500 hrs. as per the terms and conditions prescribed in the tender document. For downloading tender documents, please log on to website: <https://eprocure.gov.in/eprocure/app>.

TENDER SCHEDULE

Ser.	Description	Schedule
1.	Name of the work	Installation and Customization of open-source KOHA (Library Management Software) with Data migration from LIBSYS-7 to Cloud Server/platform
2.	Estimated value of the tender	Rs.3.00 Lakhs
3.	Cost of tender document	Nil
4.	Earnest money deposit (EMD)	Rs.6,000.00
5.	Last date & time for submission of tender	22/08/2023 by 1500 hrs.
6.	Tender opening date & time (only Technical bid)	23/08/2023 by 1500 hrs.

Secretary

E-tenders are invited **"Installation and Customization of Open-Source KOHA (LibraryManagementSoftware) with Data migration from LIBSYS-7"** as per details and specifications shown in **Annexure-II**

TERMS & CONDITIONS

(A) ELIGIBILITY/QUALIFICATION CRITERIA:

The tenderers must fulfill the following eligibility criteria failing which their offer will be summarily rejected: -

1. The tenderer must possess required valid licenses, Registration etc. issued by the Competent Authority as per law.
2. If the tenderer is the authorized dealer/sole distributor of software, the Certificate to this effect should be attached (not applicable for the manufacturer of the software).
3. The tenderer must have completed satisfactorily during the last 03 Financial Years (2019-20, 2020-21 and 2021-22) and the Current Financial Year combined, at least
 - (a) One supply order of Rs.2.40 Lakh or more, **OR**
 - (b) Two supply orders of Rs.1.80 lakh each or more, **OR**
 - (c) Three supply orders of Rs.1.20 Lakhs each or more

issued by any Govt./Autonomous/PSU Organization (Central or State) for supplying/providing the same or similar services.

[N.B.: (i) the supply in progress irrespective of any value against any supply order not satisfactorily supplied/completed/executed shall not be considered; (ii) Supply in any private organization shall not be considered.]

4. The tenderer must have the annual turnover of at least Rs.6,00,000.00 (Rupees Six Lakhs only) or more during each of the last 03 Financial Years (2019-20, 2020-21 and 2021-22).
5. The tenderer must have its own Bank Account, PAN, TAN, GSTIN No. etc.
6. The tenderer must submit the following documents (self-attested) along with the tender (scanned and uploaded with the tender document):
 - (a) Documentary proof of the registration/license etc. issued by the Competent Authority.
 - (b) Purchase Orders issued by the concerned Govt./Autonomous/PSU Organization (Central or State) under the signature of the appropriate authority as regards Sl.No.-3 above. The certificate must contain: -
 - (i) Full name (with description) of items supplied
 - (ii) Supply order No.
 - (iii) Supply order date
 - (iv) Quantity supplied
 - (v) Value of the complete supplies made

- (c) Copy of income tax return and annual accounts of the last 03 Financial Years.
- (d) Photocopies of bank account, PAN, GSTIN, TAN Nos. etc.
- (e) Certificate of dealership/distributorship as applicable.
- (f) The agency must not have been debarred from any establishment. An Undertaking to this effect is to be submitted in the specified format (**Annexure-IV**).
- (g) Vendor should have minimum five years' experience in implementation, maintenance of KOHA on Linux platform as Library Management System in Academic/ Public libraries and organizing trainings for/day to day running of the software.
- (h) Vendor should have implemented KOHA in at least 10 academic/public libraries or consortia of Academic/public libraries with documented evidence.
- (i) Vendor should have experience in implementing RFID based Library Automation System & integrating RFID with KOHA software.
- (j) Vendor should have ability to migrate data from LIBSYS to KOHA in cloud. Enclose any one completion certificate.

(B) OTHER TERMS & CONDITIONS:

1. **Submission of Bids:** The tenderer shall upload separately two bids: **Technical Bid** and **Financial Bid**. Bidders or its representative may visit the institute on any working days during office hours before quoting their price.

(a) **Technical Bid:** The technical bid should be submitted on the letterhead of the tenderer addressed to the Director, National Institute of Public Finance and Policy (NIPFP) New Delhi containing the information detailed at **Annexure-I & II**. All pages of the tender documents should be signed, stamped, dated and serially numbered including the Annexures and uploaded online through scanned copies.

(b) **Financial Bid:** Schedule of price bid in the form of BoQ. The Financial Proposal/Commercial bid format is provided as BoQ along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify the format of downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected. The financial bid should be submitted online in e-procurement website only. Firm shall quote rates in Indian Rupee (INR) only as per the given format (excel) only. The bidders shall quote for rate F.O.R. at NIPFP New Delhi only.

(c) **Mode of Submission.** "Technical Bid" & "Financial Bid" **must** be **uploaded** separately clearly marked as **"Technical Bid" & "Financial Bid"**. Tenders/bids submitted through post/courier/fax will not be considered at all.

(d) **Bid Opening.** Technical bids shall be opened first on the due date and evaluated. Subsequently, Financial bids of only those tenderers whose technical bids have been found suitable in accordance with the extant procedure, tender terms and conditions shall be opened.

2. **Tender Documents Availability:** Tender should be submitted online through <https://eprocure.gov.in/eprocure/app>. Select tenders by organization, select National Institute of Public Finance and Policy and download the tender. The tender will also be available at www.nipfp.org.in under Tenders.

3. **Validity of Bids:** Tender/Bids must be valid for 120 days from the tender opening date. If any bidder withdraws his tender before the said period shall -without prejudice to any other right or remedy, be suspended for participation in the bid for next 01 year.

4. **Tendered Quantity and Variation:** The required quantity of books/periodicals mentioned in the Annexure-II may vary.

5. **Delivery/Execution Period.** The successful tenderer must be able to execute the work within 30 days from the date of issue of Supply Order. Delayed supply will attract the levy of penalty/liquidated damages.

6. **Penalty/Liquidated Damages:** If the suppliers fail to deliver & install and perform the service by the specified date, penalty at the rate of 1% per week of the total order value subject to the maximum of 5% of total order value will be deducted.

7. The warranty period of the services will be two year(s) from the date of successful Customization, Installation, Testing & Training of software.

8. **Performance Security Deposit.** The successful tenderer shall deposit within 07 days of issue of supply order @3% of the total value of the supply order as Performance Security Deposit with the Institute in the form of Bank Guarantee in the prescribed form as mentioned at **Annexure-III** with validity up to 02 months after the warranty/AMC period. The performance security deposit shall remain with the Institute till the completion of warranty/AMC period.

9. **Tender Opening:** Tender shall be accepted till 1500 hrs. on 22/08/2023. The tenders shall be opened as per following schedule: -

Bid	Date	Time	Place	Remarks
Technical bid	23/08/2023	1500 hrs.	NIPFP New Delhi	Bidders may also witness the opening
Financial bid	To be advised to the successful tenderers of Technical Bids through CPP portal.			

Financial bids of only those tenderers whose technical bids will be found suitable in accordance with the extant procedure, tender terms and conditions shall be opened. The firms who have submitted the bids and whose offers are found technically suitable shall be informed of the opening date of the second cover i.e., Financial Bid through CPP portal.

10. **Evaluation of Bids:**

- (a) The Purchaser will examine the bids to determine whether:
 - (i) They are complete,
 - (ii) Required documents etc. have been furnished,
 - (iii) The documents have been properly signed with proper numbering on all documents
- (b) Evaluation of bids shall be carried out based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined.
- (c) The Purchaser will examine the bids to determine the correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
- (d) Purchaser may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- (e) Purchaser reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of supply.

(f) Purchaser may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.

(g) The purchaser may seek clarification in writing from bidder. Bidder shall be promptly replying within the time limit specified in the clarification from the purchaser.

11. Purchaser's right to accept or reject any or all bids.

(a) The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

(b) The acceptance of tender will rest with the Director, NIPFP New Delhi who does not bind herself/himself to accept the lowest bid and reserves herself/himself the right to reject any or all the tenders received without the assignment of any reason. All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

(c) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

12. Selection of successful bidder:

(a) Eligible Bidder quoting the least (L1) will be declared as the Successful Lowest Bidder and his offer will be processed further.

(b) In the event of receiving more than one bid quoting the same amount, the final selection of successful bidder shall be made in the following manner: -

(i) The one with the highest turnover during the last 3 years put together;

(ii) If more than one bid having the same total turnover, then the earliest one registered with the Registrar of Companies/Partnership Firms/date of license under the Shops & Establishment Act;

(c) Conditions mentioned at Para-B for Purchase preference / restrictions to/of local content and make in India (applicable for all procurement above Rs.5.00 lakh) from Class-I & Class-II Local Suppliers will also be applicable to identify L1 bidder, as the case may be.

13. Condition of goods/Services. The supplier must provide the services to the satisfaction of the Institute.

14. Taxes and Duties. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Contracted Goods & services to the Purchaser. No tax or duty will be payable by the purchaser/no document will be provided by purchaser for custom clearance etc.

15. **Payment.** 'Advance Payment' is not allowed in any case. 100% payment will be released after completion of the supply, testing, successful installation and transition of data from LIBSYS to KOHA. Pre-receipted bill in triplicate duly revenue stamped on the name of Director, NIPFP New Delhi shall be furnished by the firm for making payment. GST to be charged as applicable. Firm shall provide mandate form with the bank detail for RTGS/ECS payment in India only.

16. **Settlement of Disputes.** In the event of any dispute or difference(s) between the NIPFP New Delhi and the vendor(s) arising out of services not found according to the specifications or any other cause whatsoever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director, NIPFP New Delhi who may decide the matter herself or may appoint arbitrator(s) under the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding on both the parties. All disputes shall be subject to Jurisdiction of Courts at New Delhi only.

17. **Scope of Work:**

(a) Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (So far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A bidder shall be deemed to have full knowledge of the site, and may inspect the workflow of current software (LIBSYS 7) for understanding the basic system requirements of migration whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

(b) Customization & Installation of Library Management Software (KOHA) on Institute Data Centre.

(c) Migration of Complete Data from existing Library Management Software LIBSYS 7 to KOHA

(d) On-site training to Library staff for 05 days.

(e) The bidder shall resolve complaint on the same day and should not be prolonged for more than 24 hours otherwise suitable penalty may be imposed.

(f) The bidder shall ensure that the software remains functional throughout the warranty period.

(g) The bidder shall maintain the software during the AMC period of two years after completion of one year warranty period. In the AMC period if any additional customization is required, shall also be performed by bidder.

(h) The bidder shall handover the charge of software in working condition on the expiry of warranty and AMC period.

18. Annual Maintenance Contract

- (a) The AMC period will start upon the expiry of the warranty period. During the AMC period, the Successful bidder shall maintain a Helpdesk via phone and Remote Support Tools during office hours for sorting out issues pertaining to the users.
- (b) The Successful bidder shall also give all assistance for effecting the additional modifications (if any) suggested by the authority and to take action to fix the bugs (if any).
- (c) All bugs shall be fixed in a minimum time.
- (d) Software updates and configuration changes whenever necessary.

Secretary

TECHNICAL BID PARTICULARS

1. Name of the Tenderer :
2. Full Address of the tenderer :
3. Contact details of tenderer :
 - (a) Telephone No. :
 - (b) Mobile No. :
 - (c) Fax No. :
 - (d) E-mail id :
4. List of Documents enclosed:

Sl. No.	Name of the document	Information to be filled in this column		Whether photocopies of the documents enclosed (pl. tick)
(a)	License/Registration (Number)			Yes / No
(b)	Dealership/Distributorship Certificate (Number)			Yes / No
(c)	Supply order completion certificate (Name of the organization, value, supply completion date)			Yes / No
(d)	Income Tax Return (Annual Income during last 03 Financial Years)	2019-20	Rs.	Yes / No
		2020-21	Rs.	
		2021-22	Rs.	
(e)	Audited Balance Sheet & Profit and Loss Account Annual turnover during last 03 Financial Years	2019-20	Rs.	Yes / No
		2020-21	Rs.	
		2021-22	Rs.	
(f)	Bank Account (Bank Name, Branch & Account No.)			Yes / No
(g)	PAN (Number)			Yes / No
(h)	GSTIN (Number)			Yes / No
(i)	TAN (Number)			Yes / No
(j)	EMD submitted	Rs.6,000/-		Yes / No

7. Detailed specifications of the services proposed to be supplied by the tenderer (The tenderer must submit the same in the enclosed format only at **Annexure-II**).
8. Validity period of the Bid:
9. Warranty/Guarantee period:
10. Additional information, if any proposed to be furnished by the tenderer.

Certificate: Certified that we accept all the terms and conditions of the tender documents.

Date:
Place:

Signature of Authorised person
Full name:
Designation:
Seal:

Annexure-II

Standard Open Source KOHA latest version with all the features should be installed on vendor cloud server

S. No.	Requirement	Specification
1	KOHA Functions /Modules	The ILMS should support all the major library housekeeping functions listed below :- <ul style="list-style-type: none">✓ Circulation✓ Acquisition✓ Cataloguing✓ Authority Control✓ WebOPAC✓ Serials Control✓ Import/export of records✓ Reporting✓ System management✓ Inventory✓ Multimedia
2	Customization	KOHA ILMS need to be customized according to local requirement of the NIPFP, New Delhi at the time of cloud-based installation and during the period of three years of maintenance. Circulation module should have the facility to scan member photo on membership card and online reservation, and email with issue returns/ overdue notice with features to check the status
3	Standards	Must be compatible with an open architecture system and support various international standards. The system should support the internet standards TCP/IP, SMTP, MIME, HTTP, SSL, and interaction with external system need to support the following standards: <ul style="list-style-type: none">✓ ANSI/ISO Z39.50 (ISO 23950) on both server and Client✓ Record Syntaxes: MARC21, UNIMARC, USMARC✓ NCIP and SIP2 for RFID Integration
4	Multilingual	The system should be capable of maintaining multiple language using Unicode
5	Barcodes Support	The system must be able to handle barcodes in different formats like EAN-13, sici/sisac and able to customized as per local needs of the library

GENERAL HARDWARE REQUIREMENT		
6	Vendor Cloud Server platform	The Vendor's cloud server platform should run on the Linux Platform
7	Backup and recovery	Capable to do full backup and restore data of ILMS
8	Security	Verification of the user should be done in a secured manner and it should have the facility to set different security for user and staff
9	Support	Problem reports must be logged on the help desk database and live update of the support need to be provided. If required, physical presence for assistance may be provided.
APPLICATION SOFTWARE		
10	Architecture	The system should be web-based. The application should not require any proprietary software licenses.
11	Database	The backend database must be robust using MySQL/ Mariadb
12	Client Software	The client software must be web-based. (Platform independent)
13	Client Interface	Library interface (Client Software) must be web-based. The interface should be compatible with Z39.50 and SRU standard protocols.
14	OPAC interface	The main OPAC interface for the users outside the library must be a web based.
15	Import & export of data	The system must support import and export records from different types of data media such as. Excel/CSV files, etc.
16	Import/export Standards	The system should support online import/export and conversion of records from Existing LIBSYS software at NIPFP.
17	Reports and statistics	Library system must support exhaustive management of statistics and reporting functions allowing the library to be able to create their own reports.
WEB OPAC ACCESS		
18	OPAC access links	It must be possible to allow access to web-based services both from within staff clients as well as from the web OPAC using the 856 link tag in the Marc Record
19	OPAC searches	<p>There must be provisions from different search levels (e.g. simple, Boolean, and advance) in the OPAC.</p> <ul style="list-style-type: none"> ✓ Search record as a whole (any field) ✓ Specify any variable field to be searched ✓ Boolean Search ✓ Searching should be possible by, including but not limited to: <p>Author title subject publisher call number standard number (E.g., ISBN, ISSN, etc.) Barcode Number/ Accession no</p>

20	Indexing	Author indexes and record displays must be updated in real-time. All fields and sub-fields should be available to be keyword and/or string indexed with a flexibility in defining indexes
CIRCULATION SYSTEM		
22	Circulation system	The following function must be included in the circulation systems: <ul style="list-style-type: none"> ✓ Check-Out ✓ Renewals ✓ Check-in ✓ Reservation ✓ Fines and fees ✓ Statistics and report etc.
23	Patron records	The patron records must include fields for the following information: <ul style="list-style-type: none"> ✓ Name ✓ Member card number ✓ Patron category ✓ Telephone Number ✓ E-mail address ✓ Alternate contact person ✓ Date of joining ✓ Date of expiry ✓ Notes etc. <p>Any other field when required.</p>
24	Barcode Generator	The system must include a utility which can be used to print barcode labels for the library items.
CATALOGUING		
25	Import of bibliographical records	The system must be able to import records in the USMARC/MARC21 formats, online through a Z39.50 client which is integrated with the cataloguing (and acquisition) module. The system should have a reservoir for managing imported MARC record so that it can be checked before loading into databases
26	Authority control	It must be possible to create and maintain authority control for the following searches elements; <ul style="list-style-type: none"> ✓ Personal and corporate names ✓ Conferences ✓ Uniform titles ✓ Series titles ✓ Subjects ✓ Name/ title combination ✓ Publisher <p>Any other field when required</p>

27	Data entry	The system must have full screen data entry and editing ("empty Screen" with MARC header) for cataloguing as well as the number of predefined data entry screen (templates). It must support hidden fields which can be seen in MARC editor but not in the OPAC able to generate catalogue cards as per AACR-II standards
28	Output	It must be possible to export the bibliographic records in standard MARC Communication format (ISO2709)
ACQUISITIONS		
29	Order initiation	For title intended <ul style="list-style-type: none"> ✓ Check for duplication of title of an order received in web-OPAC recommendation of books ✓ All data entered at acquisition section to be used throughout system ✓ Option to download bibliographic data from CD-ROMs, international database or vendor (s) supplied electronics catalogue. <p>Any other features as and when required</p>
30	Receipt of order	<ul style="list-style-type: none"> ✓ Procedure of record/editing the details of item received any other features as and when required.
SERIAL CONTROL		
31.	Claims	<ul style="list-style-type: none"> ✓ Serials module must support claiming from a list or individual claims. ✓ The system must produce claiming notices and allow claiming of missing and late issues ✓ Serials Control must provide a "notes" option to track claims and subscription extensions.
34.	Manage Subscriptions	<ul style="list-style-type: none"> ✓ Ability to manage subscriptions (additions, renewals, cancellations).
35.	Renewal of Subscriptions	<ul style="list-style-type: none"> ✓ Ability to view a subscription list, indicating all subscriptions eligible to be renewed.
36.	Cancel or Reopen Subscription	<ul style="list-style-type: none"> ✓ Ability to cancel or reopen a subscription.
37.	Vendor Details	<ul style="list-style-type: none"> ✓ Claiming data must include: supplier information, subscription ID, claim response
SECURITY FEATURES AND DATA BACKUP		
38.	Levels of security	<ul style="list-style-type: none"> ✓ The system must provide different levels of security: Network, Database, and Application.
39.	Protection of Data	<ul style="list-style-type: none"> ✓ The system must provide protection for all data files through the use of locally defined

		passwords or other security measures so that information critical functions cannot be performed without proper authorization. That is, the system must allow the restriction of specific functions to specific users.
40.	Data Recovery	✓ Procedures and programs must be established which enable rapid data recovery from software failure.
41.	Remote Database Back-up system	✓ Provision of Remote Database Back-up system should be provided with one click

Other General specification should be includes:

- Multi-user, user friendly and multilingual
- Extraction of record in any MARC-21 format
- Provision for customization of reports
- LMS should Compatibility with all latest browsers, Tabs, Smartphones etc.
- Vendor has to provide us database backup as per our requirement.
- Selected bidder is not allowed to display any kind of advertisement at NIPFP KOHA Web OPAC page

I/we hereby certify that we comply with all the above specifications of the tender.

Signature

Name

BOQ (Sample copy - only .xls format need to be uploaded in CPP portal)

S.No	Specification	Qty.	Rate Per Unit # (Rs)	Total Per Unit
1	Installation and customization of Koha: library Automation Software in server including Backup server, training support services	LS		
2	Migration of existing data	67000		
3	Annual Maintenance Contract (AMC) Charges (for 02 years, beyond the first year)	LS		
			Grand Total	

Form of Performance Guarantee / Bank Guarantee Bond

(to be submitted in the non-judicial stamp paper of Rs.100/- to be purchased in the name of the issuing bank)

In consideration of the National Institute of Public Finance and Policy New Delhi (hereinafter called "NIPFP, New Delhi") having offered to accept the terms and conditions of the proposed agreement between NIPFP, New Delhi and having its registered office at (hereinafter called "the said Supplier") for the Supply of Nos. of equipment of Make (hereinafter called "the said agreement") vide NIPFP, New Delhi Supply Order No. dated having agreed to production of an irrevocable Bank Guarantee for **Rs..... (Rupees only)** as a security/guarantee from the Supplier for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, _____ (hereinafter referred to as "the Bank") hereby undertake to pay to NIPFP, New Delhi an amount not exceeding Rs..... (Rupees only) on demand by the NIPFP, New Delhi.

2. We, _____ (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from NIPFP, New Delhi stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Supplier. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... /- (Rupees only).

3. We, the said bank further undertakes to pay NIPFP, New Delhi any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there-under and the Supplier shall have no claim against us for making such payment.

4. We, _____ (indicate the name of 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 agreement and that it shall continue to be enforceable till all the dues of NIPFP, New Delhi under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director on behalf of the NIPFP, New Delhi certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Supplier and accordingly discharges this guarantee.

5. We, _____ (indicate the name of the Bank) further agree with NIPFP, New Delhi that NIPFP, New Delhi shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by NIPFP, New Delhi against the said Supplier and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier or for any forbearance, act of omission on the part of NIPFP, New Delhi or any indulgence by NIPFP, New Delhi to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier.

7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of NIPFP, New Delhi in writing.

8. This guarantee shall be valid up to unless extended on demand by NIPFP, New Delhi. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

9. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Signature of the bank.....

CERTIFICATE & DECLARATION
(to be given on Agency's letterhead)

1. I/We have downloaded/obtained the tender documents (s) for the above-mentioned tender/work from e-procurement websites as per your advertisement.
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (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 too has 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. In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of SD and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further NIPFP, New Delhi is also authorized to blacklist our firm/company/agency and debar us from participating in any tender/bid in future.
6. I / We assure the Institution that neither I / We nor any of my / our workers will do any act(s) which are improper / illegal during the execution in case the tender is awarded to us.
7. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institution.
8. Our Firm/ Company/ Agency has not been blacklisted or banned by any Govt. Department (Central/State), PSU, University, Autonomous Institute (Central/State).
9. I/We certify that all information furnished by our Firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your institution shall without giving notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy.

Date:
Tenderer
Place:

Signature of the
Stamp