REQUEST FOR QUOTATIONS

FOR

PROCUREMENT OF LAPTOPS FOR INVEST INDIA EMPLOYEES
Dated: 26th April 2021

RFQ Reference Number: IND/INV/21-22/IT-0001

Tender Issued by:

Invest India
1st Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110001
Website: www.investindia.gov.in
Disclaimer

This Request for Quotations (RFQ) document is neither an agreement nor an offer by Invest India (hereinafter referred to as INVEST INDIA) to the prospective Applicants or any other person. The purpose of this RFQ is to provide information to the interested parties that may be useful to them in the formulation of their proposal to this RFQ.

INVEST INDIA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ document and it is not possible for INVEST INDIA to consider particular needs of each party who reads or uses this document. RFQ includes statements which reflect various assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFQ document and obtain independent advice from appropriate sources.

INVEST INDIA will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ document, any matter deemed to form part of this RFQ document, the award of the Assignment, the information and any other information supplied by or on behalf of INVEST INDIA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. INVEST INDIA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements contained in this RFQ.

INVEST INDIA will not be responsible for any delay in receiving the proposals. The issue of this RFQ does not imply that INVEST INDIA is bound to select an Applicant or to appoint Selected Applicant, as the case may be, for the services and INVEST INDIA reserves the right to accept/reject any or all of proposals submitted in response to RFQ document at any stage without assigning any reasons whatsoever. INVEST INDIA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFQ Application.

The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. INVEST INDIA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

INVEST INDIA reserves the right to change/ modify/ amend/ cancel any or all provisions of this RFQ document.

Bidders shall bear all costs in connection with the preparation and submission of their proposals, including but not limited to expenses associated with any demonstrations, representations or presentations which may be required by Invest India, attending pre-bid conference or any other costs incurred in connection with or relating to its proposal. Invest India shall not be liable in any manner whatsoever for any costs and expenses in connection with the submission of the proposal, regardless of the conduct or outcome of the selection process.
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Dear Sir,

Invest India invites proposals from those empaneled as Technology Service Provider with Invest India against RFQ no. IND/INV/21-22/IT-0001 for Procurement of Laptops for Invest India Employees.

An eligible bidder submitting the lowest quote (exclusive of taxes) and as per procedures described in this RFQ will be selected for completion of the project.

The content of this RFQ enlists the requirements of Invest India. It includes the Bidding Terms which details out all that may be needed by the potential bidders to understand the financial terms and bidding process and explains the contractual terms that Invest India wishes to specify at this stage.

The RFQ includes the following sections:

- Letter Inviting Bids
- Data Sheet
- Instructions to Bidder
- Terms of Reference
- General Conditions of Contract

All interested agencies should inform (by 3rd May 2021) the concerned officer at Invest India that it will submit a proposal.

The information may be submitted at the following address by email only.

Vikas Sachdev  
Invest India  
M: +91 9821449961  
E: procurement@investindia.org.in  
[Cc to vikas.sachdev@investindia.org.in]

Yours faithfully,

Deepak Bagla  
CEO and MD  
Invest India
<table>
<thead>
<tr>
<th><strong>Data Sheet</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name of the Bid</strong></td>
</tr>
<tr>
<td><strong>RFQ Reference Number</strong></td>
</tr>
<tr>
<td><strong>Tender Issuing Entity</strong></td>
</tr>
<tr>
<td><strong>Contract Period</strong></td>
</tr>
<tr>
<td><strong>Method of Selection</strong></td>
</tr>
<tr>
<td><strong>Eligibility Criteria</strong></td>
</tr>
<tr>
<td><strong>Language of the bid/proposal</strong></td>
</tr>
<tr>
<td><strong>Earnest Money Deposit (EMD)</strong></td>
</tr>
<tr>
<td><strong>Bid Processing Fee</strong></td>
</tr>
<tr>
<td><strong>Financial Proposal Requested</strong></td>
</tr>
</tbody>
</table>
| **Contact Details** | Vikas Sachdev  
Invest India  
E: vikas.sachdev@investindia.org.in  
M: +91 99821449961 |
<p>| <strong>Bid Validity Period</strong> | 120 days |</p>
<table>
<thead>
<tr>
<th><strong>Date of Publishing of the RFQ</strong></th>
<th>26&lt;sup&gt;th&lt;/sup&gt; April 2021, 12:00 PM IST</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Last date of bid submission</strong></td>
<td>6&lt;sup&gt;th&lt;/sup&gt; May 2021, 06:00 PM IST</td>
</tr>
<tr>
<td><strong>Date of Bid Opening &amp; Pre Qualification Check</strong></td>
<td>7&lt;sup&gt;th&lt;/sup&gt; May 2021, 12:00 PM IST</td>
</tr>
<tr>
<td><strong>Date of Financial Bid opening</strong></td>
<td>7&lt;sup&gt;th&lt;/sup&gt; May 2021, 01:00 PM IST</td>
</tr>
<tr>
<td><strong>Location of Financial Bid Opening</strong></td>
<td>Virtual Link to be communicated with eligible bidders only.</td>
</tr>
<tr>
<td><strong>Bid Submission</strong></td>
<td><strong>E-copy of the bid:</strong></td>
</tr>
<tr>
<td></td>
<td>Email to <a href="mailto:procurement@investindia.org.in">procurement@investindia.org.in</a></td>
</tr>
<tr>
<td></td>
<td>[cc to <a href="mailto:vikas.sachdev@investindia.org.in">vikas.sachdev@investindia.org.in</a>]</td>
</tr>
<tr>
<td></td>
<td>Eligibility Documents + Financial forms (locked .pdf format)</td>
</tr>
</tbody>
</table>

**Bank Details for submission of Bid Processing Fee through NEFT/RTGS**

- **Name of Account Holder:** Invest India
- **Bank Account Number:** 3579607775
- **Bank Name:** Central Bank of India
- **Branch Name:** The Ashok Hotel, New Delhi 110021
- **IFSC:** CBIN0280298
- **Account Type:** Current
Instructions to the Bidder

Only one Proposal

Bidders will submit only one proposal. If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

Proposal Validity

The Data Sheet indicates how long Bidders’ proposals must remain valid for after the submission date. During this period, Bidders shall ensure the availability of professional staff nominated in the Proposal. Should the need arise, Invest India may request Bidders to extend the validity period of their proposal further by 60 days. Bidders who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, which would be considered in the final evaluation for Contract award. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals.

Preparation of Proposals

The Proposal as well as all related correspondence exchanged by the bidders and Invest India, shall be written in the language (s) specified in the Data Sheet.

In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFQ. Material deficiencies in providing the information requested may result in rejection of a Proposal.

Language: Documents to be issued by the bidders, as part of this assignment must be in English.

The Bid may be signed either by the Principal Officer of the Agency or his duly Authorized Representative, in which case the bid shall be accompanied by a certificate of authority (Annexure B). A bid which does not fulfill this criterion will be treated as non-est and will be liable to be rejected.

Earnest Money Deposit

The Bidders must submit an Earnest Money deposit as mentioned in the data sheet in the form of a bank Demand Draft along with a Technical proposal. DPIIT recognized startups & MSMEs are exempt. Bidders must submit a copy of relevant certification to avail the exemption.

The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favour of Invest India and payable at New Delhi.

Unsuccessful Bidder’s EMD will be discharged / refunded as promptly as possible as but not later than 30 days after the final selection. The successful Bidder’s EMD will be discharged only after the completion of the contract papers.

The EMD shall be forfeited:

- If a Bidder withdraws the bid after the final date of submission and during the period of bid validity specified by the Bidder on the Bid Form;
- Or in case of a successful Bidder, if the Bidder fails to sign the contract; or
- If a bidder fails to furnish the Performance Guarantee. Proposals not accompanied by EMD will not be considered for evaluation.
Pre-Qualification Criteria
The Firm/Agency should be a registered entity and must have been in operation for a minimum period of 5 years as on 31st March 2021 with at least 3 years’ experience in providing services in IT equipment supplies.

The Firm/Agency should be a highly reputable agency with a minimum cumulative turnover of INR 2.5 Cr. during the last financial year and INR 7.5 Cr. in the last 3 financial years.

The Bidder should not have been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.

The bidder must have submitted the Bid Processing Fee (as per the data sheet).

Information on conflicting activities, if any, should be given as per Form TECH-5.

Duly filed Technical Forms in Annexure A, B, C, and D.

Evaluation of Bids
The eligible bidder submitting the lowest quote (exclusive of taxes) as per the details mentioned above, would be considered for completion of the project. The bid from the date of submission shall be valid for a period of 120 days.

Submission Process
The financial quotation needs to be submitted as per the format specified in “Annexure E: Financial Quote Format”

The bids must be submitted to the following e-mail address:

procurement@investindia.org.in with cc to vikas.sachdev@investindia.org.in

The e-mail to Invest India should be marked as “Quotation for Procurement of Laptops for Invest India employees” and should contain the following:

File 1: Password Protected PDF containing the Financial Bid Quotation and documents mentioned in Annexure -E

File 2: Eligibility Documents and duly filled Annexure A, B, C, and D.

Note: If File 1 is NOT Password Protected, then the particular bid shall be rejected.

Password of the file shall NOT be shared with Invest India or any of its associates over e-mail before the bid opening meeting. Password to the files will be shared only during the Financial Bid Opening Meeting as per the instructions provided by Invest India.

Award of Contract
Password Protected PDF files will be opened as per the Financial Bid Opening Meeting schedule mentioned in the “Key Dates” section.

Only 1 (One) representative per bidder shall be present during the Financial Bid Opening Meeting.
VC link shall be shared only with those bidders who submit their bids.

The quotations from bidders whose representatives are not present in the meeting shall not be considered and will be rejected.

The bidder with the lowest “Annual Total Price (INR) Excl. Taxes” and who meets the eligibility criteria will be awarded the contract to sign the “Procurement of Laptops for Invest India employees”.

In case of tie between two vendors, Invest India reserves the right to select one vendor based on draw of lots, toss or past experience of vendors.

Post the award of contract Invest India reserves the right to amend/modify/add requirements to the agreements as deemed necessary and as per the requirement.

Price Variation
   The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered during the offer validity period.

Order Cancellation/Variation
   If the vendor fails to deliver all the products ordered within the stipulated time schedule or by the date extended by Invest India, it will be a breach of contract. In such case, Invest India reserves the right to cancel the order without assigning any reason therefor and may foreclose bid security amount without any notice.

   Invest India if required can modify/amend the requirements of this contract as deemed necessary during the contract tenure.

Negotiation
   Invest India reserves the right to negotiate the Financial Quotation submitted by a bidder in accordance with the General Financial Rules and the process set out thereunder.
Terms of Reference

Background

Invest India is a not-for-profit joint venture between the Department for Promotion of Industries and Internal Trade (DPIIT), Ministry of Commerce & Industry, State Governments, and Industry associations. Operationalized in early 2010, Invest India has been set up as the dedicated Investment Promotion Agency (IPA) for attracting investments into the country in a structured, focused, and comprehensive manner. Invest India serves as the first point of reference for investors considering a location, industry, or partner in India.

Investment promotion and facilitation constitute our core mandate. Invest India is formed under Section 25 of the Companies Act 1956 for promotion of foreign investment with 49% equity of the then Department of Industrial Policy and Promotion, Ministry of Commerce and Industry and 51% shareholding by FICCI. The current shareholding pattern of Invest India is 51% of Industry Associations (i.e., 17% each of FICCI, CII & NASSCOM) and the remaining 49% of Central and 19 State Governments. By the virtue of its constitution, the position of the chairman of the Board of Directors of Invest India is reserved for the Secretary, DPIIT.

Invest India is seeking to procure laptops which would be allocated to Invest India employees, and other professionals including interns, contractual workers and service provider as deem appropriate by Invest India to fulfill the business needs as per the mandate of Invest India.

Device Configuration

Invest India will procure estimated 80 Dell Latitude 7310 and estimated 20 MacBook Pro laptops as per the specification, and additional components mentioned below. The vendor shall provide any hardware or software update free of cost which is required out of the vendor during the course of this contract so that the device is up to date.

<table>
<thead>
<tr>
<th>Specification Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Features</strong></td>
</tr>
<tr>
<td>Processor</td>
</tr>
<tr>
<td>Screen</td>
</tr>
<tr>
<td>RAM</td>
</tr>
</tbody>
</table>
Purchase Order(s) will be issued out periodic basis (Monthly and/or Quarterly) of specific quantity as desired by Invest India starting from May, 2021 to October, 2021.

The vendor must provide a free replacement of the laptop in case of any defect in the functioning of the laptop during the warranty period of 3 years.

The quality of laptops and their safe delivery is the responsibility of the vendor.

## Payment Terms:

No advance payments shall be made to the vendor in any circumstances.

All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and/or other taxes and deductions as provided for under any law, rule or regulations.

All payments shall be made subject to adjustment of applicable penalties (if any), as specified in the RFQ.

The payment will be disbursed by Invest India on deliverable basis and as per the expected outcome.

The following documents are required to be submitted by the Service Provider:

- Delivery report
- Tax invoice

The Out-of-Pocket expenses, if any, shall be decided separately on project-to-project basis.

Invest India reserves the right to withhold payment of the vendor.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hard Disk</td>
<td>256 GB - SSD</td>
<td>512 GB - SSD</td>
</tr>
<tr>
<td>Operating System</td>
<td>Mac OS</td>
<td>10 PRO 64 Bit</td>
</tr>
<tr>
<td>Warranty</td>
<td>3 Years</td>
<td>3 Years</td>
</tr>
<tr>
<td>ADP</td>
<td>3 Years</td>
<td>3 Years</td>
</tr>
<tr>
<td>Weight</td>
<td>1.37 KG</td>
<td>1.31 KG</td>
</tr>
<tr>
<td>Accessorie(s)</td>
<td>USB 3.1 Type C Multiport HDMI HUB</td>
<td>N/A</td>
</tr>
</tbody>
</table>
General Conditions of Contract

Contract Period
The bidder selected for undertaking the contract will be delivering the services, as per the scope of work, for a period of one year from the date of contract signing.

Penalty
The selected service provider should adhere to the time schedule. If lethargy from the side of the service provider is observed in delivery of the requisite material, suitable penalty would be imposed. Invest India may also debar the service provider for a period of next 3 years from participating in the tenders of Invest India and can consider other penalties including blacklisting of the agency.

Termination by Default
Invest India reserves the right to terminate the contract of any agency/agencies in case of change in the Government procedures or unsatisfactory services.

Invest India may also decide to drop the project all together, if Invest India finds that the selected agency is not able to provide the delivery as per the satisfaction of the Invest India.

Force Majeure
Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Acts of God, Government restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. The party affected by an event of Force Majeure will immediately notify the other party of such an event and will also notify the unaffected party on cessation of disability resulting from such Force Majeure act.

Dispute and Arbitration
In event of any dispute or differences between the Invest India and the Agency, such disputes or differences shall be resolved amicably by mutual consultation. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in New Delhi, India and the courts of Delhi shall have exclusive jurisdiction to deal with any or all the disputes arising out of this work order.

Confidentiality
The agency and their personnel shall not, either during the term or after expiration of this work order, disclose any proprietary or confidential information relating to the services, contract or business or operations of Invest India or its clients without the prior written consent of Invest India.
The agency will ensure that no information about the software, hardware, and database policies of the client organization are taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

Except with the prior written consent of Invest India, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Except as otherwise permitted by the Contract, neither of the parties may disclose to third parties the contents of the Contract or any information/report/advice provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it:

- is or becomes public other than through a breach of the Contract,
- is subsequently received by the receiving party from a third party who, to the receiving party’s knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information,
- was known to the receiving party at the time of disclosure or is thereafter created independently,
- is disclosed as necessary to enforce the receiving party’s rights under the Contract, or
- must be disclosed under Applicable Law, legal process, or professional regulations.

These obligations shall be valid for a period of six (6) months post the date of termination of the Contract.

**Performance Bank Guarantee**

The Agency can either submit a Performance Bank Guarantee (PBG) or do an account transfer in lieu of PBG during the signing of the contract with a validity of 60 days beyond the date of completion of contractual obligations pertaining to the contract.

The PBG must be 3% of the contract value and must be submitted before the execution of the contract.

The PBG can be forfeited in lieu of deficiency of service or breach of contract as per the discretion of the Invest India.

**Terms of Payment**

The payment shall be made as specified in the contract as discussed between the parties.

All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961 and/or other taxes and deductions as provided for under any law, rule or regulations.

All payments shall be made subject to adjustment of applicable penalties, as specified in the RFQ.

The payment will be disbursed by Invest India on **deliverable basis** and as per the expected outcome. The following documents are required to be submitted by the Service Provider:

Delivery report
Tax invoice

The Out-of-Pocket expenses, if any, shall be decided separately on project-to-project basis.
Annexure A: Letter of Proposal Submission
(On Bidder’s Letterhead)

[Location, Date]

To

Invest India,
First Floor, Vigyan Bhawan Annexe,
Maulana Azad Road, New Delhi – 110 001

Dear Sir

We, the undersigned, offer to provide solutions for procurement of Laptops for Invest India employees, in accordance with your Request for Quotation dated 20.04.2021. We are hereby submitting our proposal, which includes this Technical Proposal, and the Financial Proposal sealed under a separate envelope/e-file.

We undertake the total responsibility for performance of the contract, if awarded to us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

We understand that Invest India is not bound to accept any proposal it receives.

Yours faithfully,

*Authorized Signatory [In full and Designation]:

Name and Title of Signatory:

Name of Bidder:

Address:
Annexure B: Bidder’s Authorization Certificate

To,

Invest India,

First Floor, Vigyan Bhawan Annexe,

Maulana Azad Road, New Delhi – 110 001

<Bidder’s Name>, <Designation> is hereby authorized to sign relevant documents on behalf of the Agency in dealing with proposal of reference <Reference No. & Date> __________________. <Bidder’s Name> is also authorized to attend meetings and submit technical & financial information as may be required by you in the course of processing above said proposal.

Thanking you,

Authorized Signatory.

____________________________

<Agency Name>

Seal

* NB: Authorization in form of power of Attorney is required on a non-judicial Stamp Paper.
Annexure C: Declaration Letter

Declaration Letter for “Procurement of Laptops for Invest India employees”

(To be printed on Letter Head)

Sir/Madam,

This is to notify you that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> intends to submit a proposal in response to <insert name of the RFQ>, we also declare that our Company / LLP / Partnership / Society / Proprietorship <Please delete whichever is not applicable> has not been blacklisted by any Central / State Government Department / Public Sector Undertaking.

Sincerely,

___________________________
(Signature of the Authorized Person)

Name:

Designation:
Annexure D: Information regarding Conflicting Activities and Wrong Declaration thereof

Are there any activities carried out by your Agency which are of conflicting nature? If yes, please furnish details of any such activities. If no, please certify as under:

We hereby declare that our Agency, our associate / group Agency are not indulged in any such activities which can be termed as the conflicting activities. We also acknowledge that in case of misrepresentation of the information, our proposals / Contract shall be rejected / terminated by Invest India without any compensation which decision shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:
Name of Agency:
Address:
Annexure E: Financial Bid Format

To: Invest India,

Dear Sir

We, the undersigned, offer to provide the Assignment/job for Procurement of Laptops for Invest India employees in accordance with your Request for Quotation dated [20-12-2021]. Our attached Financial Proposal (password protected .PDF) is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all taxes. We hereby confirm that the financial proposals are unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposals.

Our Financial Proposals shall be binding upon us up to expiration of the validity period of the Proposal, i.e. till _____.

Name and Address, Amount and Purpose of Commission and Gratuity to be paid to the Agents relating to the Proposal and Contract execution, if we are awarded the Contract are listed below

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Agency:

Address:

BID PROPOSAL SHEETS

Name of the work: Procurement of Laptops for Invest India employees

Quotes submitted towards providing complete solutions for Procurement of Laptops for Invest India employees, the National Investment Promotion and Facilitation Agency of India and acts as the first point of reference for investors in India, in accordance with the scope of work and terms & conditions mentioned under Scope of Services in Section 4.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Line Item</th>
<th>INR</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Total cost per Laptop as per the specifications mentioned in this RFQ inclusive of Warranty for 3 years and accessories (if any)</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Total cost for 80 Dell/20 Apple Laptops as per the specifications mentioned in this RFQ inclusive of Warranty for 3 years and accessories (if any)</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PROJECT COST (Exclusive of all taxes)
TOTAL PROJECT COST (Inclusive of all taxes)

(The amount should be inclusive of all Taxes and for the entire scope of services)

**Note:**

The prices stated in the Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights.

For the purpose of evaluation for Selection of Bidder, the total cost inclusive of taxes of all the above will be considered.

Bidder must submit their financial bid for the total scope of work.

The prices stated should be on the lumpsum basis.

Signature of the Authorized Signatory:

Place: __________________________

Date: __________________________

Designation: ____________________

Name & Address of the Bidder:

[this form must be shared as a password protected .pdf file]
EMD/Bank Guarantee Format

BANK GUARANTEE NO.__________________________

Whereas you have entered into a contract signed on certificate no. ___________ (for Contract no No___________) Dated _______(hereinafter referred to as the said Contract with M/s ____________________, having its registered office at __________________

(here in after referred to as the “Service provider”) for supply of items/services as per clause __________ of the said Contract to the said Service provider and whereas the Service provider has undertaken to produce a performance bank guarantee for (3%) of cost of the project as referred in clause XX of the Contract which amounts to Rs.____________ to secure its obligations to the Invest India.

We the bank hereby expressly, irrevocably  and unreservedly undertake and guarantee as principal obligors on behalf of the Service provider that, in the event that the Invest India declares to us that the items have not been supplied according to the contractual obligations under the aforementioned Contract, we will pay you, on demand and without demur, all and any sum up to a maximum of Rs.__________________. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Service provider, indulgence to the Service provider by you, or by any alterations in the obligations of the Service provider or by any forbearance whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for six months after the scheduled completion date of project or until all the store, spares and documentation have been supplied according to the contractual obligation under the said contract or till __________ whichever is earlier.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred Contract or on ______________ whichever is earlier or unless this guarantee is extended by us. All your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be effected by and change in the constitution of the Bank or in the constitution of M/s_____________________________.

7. This guarantee shall be governed and construed in accordance with Indian Laws.

8. This guarantee is Non assignable and non-transferable.

9. Notwithstanding anything contained herein above:

a) Our liability under this bank guarantee shall not exceed Rs._____________________________.

b) This bank guarantee shall be valid up to ________________.

c) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim of demand on or before ____________, where after all the rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities there whether or not the original guarantee is returned.