



TENDER FOR SUPPLY AND INSTALLATION OF FIFTY (50) COMPUTERS
FOR
LYCÉE MODERNE SCHOOL IN ANTANANARIVO, MADAGASCAR
TO BE GIFTED BY THE GOVERNMENT OF INDIA

TENDER NO.: TAN/102/4/2018
Dated: 23.09.2021

Last date for submission of bid: 22.10.2021



Embassy of India
Antananarivo

Dated: **23.09..2021**

NOTICE INVITING TENDER

Embassy of India, Antananarivo invites Tender under two bid system from eligible and authorized bidders for supply, installation and commissioning of 50 computers to Lycée Moderne School in Antananarivo, Madagascar via the Embassy of India, Antananarivo as per the specifications given in this Tender.

2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <https://www.eoiantananarivo.gov.in> or <https://mea.gov.in> from **23.09.2021** onwards. Please note that any corrigendum/addendum in the above tender document, if required, will also be hosted in the above website. The sealed bids/quotations would be accepted till **22.10.2021**.

Head of Chancery
Embassy of India
Antananarivo
Tel: +261-20-2223334;
Email: hoc.antananarivo@mea.gov.in

SECTION I

INVITATION FOR BIDS (IFB)

1. Embassy of India, Antananarivo invites sealed bids in two bid system from eligible and qualified bidders for supply and installation of 50 computers to Lycée Moderne School, Antananarivo, Madagascar on CIF basis. The estimated cost of procuring fifty (50) computers is expected to be in range of USD 53,500/-.
2. Contact information –
Head of Chancery
Embassy of India
4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo, Madagascar
Tel: +261-20-2223334;
Email: hoc.aanarivo@mea.gov.in
3. Two Bid System –The two bid system will be followed for this tender. In this system, bidder must submit the offer in two separate sealed envelopes as explained below:
 - 3.1 **Envelope No. 1: “Technical Bid” shall contain:**
 - 3.1.1 Bid Form as per Annexure-I.
 - 3.1.2 The Bidder shall furnish a Bid Security Declaration (given in annexure) to the effect that if the bid is withdrawn or modified during period of validity or if after being awarded the contract the bidder fails to sign the contract, or to submit a performance security before deadline specified in the request for bid document, the bidder will be suspended for a period specified in the tender document.
 - 3.1.3 Duly filled Technical Bid with proper seal and signature of authorised person on each page of the bid submitted.
 - 3.1.4 The person signing the bid should be the duly authorised representative of the firm/company, for which a certificate of authority should be submitted. The power or authorisation or any other document consisting of adequate proof of the ability of the signatory to bind the firm/company should be annexed to the bid.
 - 3.1.5 Self-Attested copy of GST, Service Tax Number/Registration certificate if/as applicable.
 - 3.1.6 Audited balance sheet for the last 3 financial years justifying that bidder has minimum average annual turnover as defined in eligibility conditions defined under Clause 3, Section II of the Tender document. The Average Annual Financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least 30% of the estimated cost i.e. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year should be at least USD 16,000/- or INR 11,76,000/-.The bidder shall not have suffered more than 2 loss in last 5 years and no loss in immediate last financial year.
 - 3.1.7 Copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association, as applicable shall also be provided by Bidder.

- 3.1.8 The bidder must submit detailed technical specifications, make & model and compliance to the Schedule of Requirement (Section IV) for which bid is submitted.
- 3.1.9 Authorised partners/Authorised Distributors in India/Madagascar are allowed to bid for the items as mentioned in the Tender Document. The specific authorisation letters from Principal(s) clearly indicating that the bidder is competent to sell & provide services for all the items mentioned in the Scope of Supply given in this Tender Document.
- 3.1.10 The bidder must provide the plan/arrangement for installation and warranty services to be provided at site.
- 3.1.11 The copies of relevant document like Work Order/Purchase Order/Completion Certificate, etc. in support of required experience defined under eligibility conditions.
- 3.1.12 The bidder must sign each page of this Bid Document, and submit the complete document without detaching any page with their offer. All pages of Bid Document should be numbered and indexed. The bidder must also attach a Certificate conveying acceptance of all the terms and conditions of the Bid Document.
- 3.1.13 Bidder must provide an Undertaking as per Annexure-V.
- 3.1.14 Other related documents as mentioned in the Tender Document but not listed here.

3.2 Envelope 2: “Financial Bid” shall contain:

Financial Bid shall contain Price schedule complete in all respects with proper seal and signature of authorized person and shall be inclusive of freight, insurance, packing and transportation. It may be ascertained if taxes are reimbursable, the price shall be exclusive of taxes.

- 3.3. Both the Technical Bid and Financial Bid envelopes should be sealed separately and clearly marked as “Envelope no. 1–Technical Bid” and “Envelope no. 2–Financial Bid”. Both sealed covers should be put in a single enveloped superscribed as “Tender for supply, installation and commissioning of 50 computers - 2021”. The sealed envelope should be addressed to:

Head of Chancery
Embassy of India
4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo, Madagascar
Tel: +261-20-2223334;

4. Important dates:

- 4.1 Start date for bid submission will be **30.09.2021** onwards.
- 4.2 The queries, if any, will have to be submitted in writing before one week from the last day of submission of bids and details/answers are to be conveyed through email to Email: hoc.aanarivo@mea.gov.in with a copy to amb.aanarivo@mea.gov.in.
- 4.3 Last date for submission of bids – **22.10.2021** at:

Head of Chancery
Embassy of India

4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo, Madagascar
Tel: +261-20-2223334;

4.4 Technical Bid will be opened on **23.10.2021** at:

Embassy of India
4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo, Madagascar
Tel: +261-20-2223334;

4.5 The bidder's authorized representative (maximum two) can attend the bid openings.

5. Opening of Financial Bids:-

Financial Bids of the substantially responsive bidders will be opened, in the presence of the bidders or their authorized representative, who choose to attend, at the time, place, and date to be informed later.

SECTION II

INSTRUCTIONS TO BIDDERS (ITB)

1. Locations for the Supply, Commissioning and Services:-

All the 50 computers have to be supplied and installed in Lycée Moderne School, Antananarivo, Madagascar.

2. Order Placements and Release of Payment:-

The Purchase Order and payment shall be processed by:

Head of Chancery
Embassy of India
4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo, Madagascar
Tel: +261-20-2223334;

3. Eligibility Criteria:-

3.1 Bidder must be a OEM/Authorized distributor incorporated in India/Madagascar.

3.2 The bidder must have successfully executed, at least one completed similar work of INR 30.5 lakh (equivalent to US\$ 42,000), 2 complete similar work of INR 19lakh (equivalent to US\$ 26,215) and 3 complete work of INR 15.4lakh (equivalent to US\$ 21,000) during last 3 years.

3.3 The bidder must provide the plan/arrangement for installation and warranty services to be provided at site.

3.4 Bidder should be registered with Sales Tax/Income Tax Department of the respective Government and should hold a valid GST Registration Certificate (for India), or similar certificate from concerned agency in Madagascar as applicable.

4. Cost of Bidding:-

The bidder shall bear all costs associated with the preparation and submission of the bid. The purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Availability of Tender Document:-

The Tender Document can be downloaded from the websites <http://www.eprocure.gov.in> or <https://www.eoiantananarivo.gov.in> or <https://mea.gov.in> from **23.09.2021** onwards.

6. Amendment of Bid Documents:-

At any time prior to the deadline for submission of bids, Embassy of India may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the Bid Document and such amendments/ modifications will be binding on bidders. All amendments will also be uploaded at websites <http://www.eprocure.gov.in> or <https://www.eoiantananarivo.gov.in> or <https://mea.gov.in>. The Embassy at its discretion may extend the deadline for the submission of bids if the bid Document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

7. Preparation and Submission of Bids:-

Bidder should submit offer as explained in **Clause 3 of Section I**. The Bid shall be neatly arranged, plain, intelligible and in English language. Each page of the bid should be signed. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by dated signatures of the same authorized person signing the Bid Documents.

8. Period of Validity of Bids:-

8.1 Bids shall be valid for a minimum 180 days from the date of opening of bids. A bid valid for a shorter period shall stand rejected.

8.2 In exceptional circumstances, the Embassy may request the consent of the Bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. A bidder accepting the request and granting extension will not be permitted to modify his bids.

9. Deadline for Submission of Bids:-

Bids must be received by the Embassy before the due date and time at the address specified in the Tender Document. In the event of the specified date for the submission of bids being declared a holiday for the Embassy, the Bid-closing deadline will stand extended to the next working day up to the same time. However the Competent Authority in the Embassy, reserves right to extend the date / time for submission of bids, before opening of the Technical Bids and the same shall be suitably notified in the website.

10. Late Bids:-

No Bid shall be accepted after the specified date and time and returned unopened to the Bidder.

11. Opening of Bids:-

- 11.1 The technical bid (Envelope A) of only those bidders, who have submitted Bid Security Declaration, will be opened.
- 11.2 The Technical Bids shall be opened in the presence of bidders or their representatives who chose to attend, at due date and time and the Tender Evaluation Committee (TEC) constituted by the Competent Authority of the Embassy. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the Embassy. The Financial bids (Envelope 'B') will be opened on a subsequent date.
- 11.3 The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- 11.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time and venue remaining unaltered.
- 11.5 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening. Absence of bidder or their representative shall not impair the legality of the opening procedures. The bidder's authorized representative who attends the bid opening shall sign an attendance register as a proof of having attended the bid opening.
- 11.6 The bidder's name, bid prices, discounts and such other details considered as appropriate by the Embassy, will be announced at the time of opening of the Financial Bids.

12. Preliminary Evaluation of Bids:-

- 12.1 The Embassy shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- 12.2 Arithmetical errors shall be rectified on the following basis: If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Embassy. If there is a discrepancy between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.
- 12.3 A bid, determined as substantively non-responsive will be rejected by the Embassy and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the non-conformity.

13. Evaluation and Comparison of Substantively Responsive Bids:-

- 13.1 The Embassy shall evaluate in detail and compare the bids previously determined to be substantively responsive pursuant to Clause 13 above.
- 13.2 During the Technical Evaluation, the Embassy at its discretion may call upon the bidder to give their presentation on their offer, to explain their capability to undertake the project and to respond to any question from purchaser.
- 13.3 The evaluation of the techno-commercially responsive bids shall be carried out on the basis of the price offered by the bidder in Price Schedule of the Bid Document. Lowest bidder/s shall be determined on the basis of technically responsive bid and lowest price.

14. Award of Contract:-

- 14.1 The Embassy shall award the contract to the eligible bidder/s whose Technical Bid has been accepted and determined as the lowest evaluated Financial Bid based on total price given in Price Schedule of the Bid Document. If more than one bidder happens to quote the same lowest price, the Embassy reserves the right to split the order and award the contract to more than one bidder.
- 14.2 The Embassy will notify the successful bidder in writing that his bid has been accepted. This letter (hereinafter called 'Letter of Acceptance') shall have in detail the sum which the Embassy will pay to the Contractor.
- 14.3 Upon receipt of the 'Letter of Acceptance', the successful bidder shall return it duly signed and stamped by his authorized signatory within 10 working days from the date of receipt of Letter of Acceptance.
- 14.4 Upon return of 'Letter of Acceptance' from the successful bidder, "Contract in accordance to the terms and conditions of this Tender Document, shall have to be signed by both the parties.

15. Performance Bank Guarantee (PBG):-

- 15.1 The successful bidder shall furnish a Performance Bank Guarantee for an amount equivalent to 03% of the total Contract value within 30 working days of dispatch of the 'Letter of Acceptance' from the purchaser as per the format provided at Annexure-IV.
- 15.2 PBG shall be valid till 60 days beyond all contractual obligations and if required validity of PBG shall be extended from time to time. The Performance Security will be discharged by the Embassy after completion of the Supplier's performance obligations including warranty obligations under the Contract.

16. Embassy of India (EOI)'s Right to amend the Scope of Work:-

- 16.1 If, for any unforeseen reasons, the Embassy is required to change the Scope of Work, this change shall be acceptable to the Bidder without change in the unit price quoted.
- 16.2 The Embassy reserves the right to reject one/all the bids or cancel the Tender without assigning any reasons.

17. Interpretation of the clauses in the Tender Document/Contract Document:-

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, The Embassy's interpretation of the clauses shall be final and binding on all parties.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Scope of Work:-

- 1.1 Supply and installation of 50 computers to Lycée Moderne School, Antananarivo, Madagascar on CIF basis.
- 1.2 The Government would be providing the following at their cost, as applicable:
 - 1.2.1 Exoneration from customs and other applicable taxes insofar as import of equipment from India or third country is concerned in connection with supply, testing, commissioning and maintenance of computers.
 - 1.2.2 Exemption from paying taxes etc. for Indian personnel deputed in connection with supply of computers.
- 1.3 The Scope of Work as envisaged in this Tender is supply of computers including their installation and commissioning.
- 1.4 The selected bidder, who would be awarded the Contract, would trail, run and commission the supplied computers in all respect and in coordination with local authorities designated by Government of Madagascar, within 6 months from the date of signing of the Agreement.
- 1.5 On-site Comprehensive Warranty and Maintenance for one year from the date of trail run.

2. Prices:-

- 2.1 The price quoted shall be considered firm and no price escalation will be permitted.
- 2.2 Bidders must quote the price in the format given in Price Schedule at Annexure-II of this Document.
- 2.3 All items are to be quoted only in USD.
- 2.4 The prices quoted should be inclusive of freight, insurance & packing to the point of delivery in Madagascar as mentioned in Section II (Para 1). The packing shall be transport worthy conforming to the international standard so as to prevent their damage or deterioration to goods during transit to their final destination as indicated in this Document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, and the remoteness of the goods final destination and the absence of heavy handling facilities at all point in transit. However risk in goods shall continue with supplier till goods are delivered in good condition and installed at end user's site. Financial Bids should be prepared taking note of the above.

- 2.5 The items, if supplied from India, will be exempted from payment of customs duty by Govt. of Madagascar. Necessary Custom Duty Exemption Certificate shall be arranged by the Embassy/Govt. of Madagascar as & when required. Taxes and duties payable in India, if any, are non-refundable and should be included in the price.

3. Completeness Responsibility:-

Notwithstanding the Scope of Work, supply and services stated in the Tender Document; any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the supplier and which are not expressly excluded there from but which are necessary for the satisfactory completion of supplies in accordance with the specifications and executing the contract to establish achievement of Performance Guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respects.

4. Warranty:-

- 4.1 The successful bidder is required to provide free service at site, including repairing/ rectification/replacement/configuration required, if any, during warranty period of one year from the date of commissioning of computers. The bidder should submit along with the Technical Bid, the detailed plan for providing warranty services at site.
- 4.2 Repairing/rectification/replacement/configuration shall be effected by the supplier within a reasonable time actually required to do so which in no case shall be more than 10 days.
- 4.3 The above provisions shall also equally apply to the material replaced by the supplier under this Clause, in case the same is again found to be defective after its replacement.
- 4.4 If the Supplier fails to act with requisite promptness and thereby entails avoidable loss to the purchaser/consignee, it shall be liable to suitable action as deemed fit during the operative warranty period.

5. Payments:

- 5.1 1stPayment milestone: 30% of the Contract value will be paid on dispatch of computers within 4 months from the date of signing of the Agreement between the Embassy and successful bidder/ date of issue of Purchase Order. The bidder would have to submit dispatch documents in support of the claim.
- 5.2 2nd Payment milestone: 60% of the Contract value will be paid against production of claim for successful testing and commissioning of supplied computers within 6 months from the date of signing of the Agreement/date of issue of purchase order.
- 5.3 3rd Payment milestone: 10% of the Contract value will be paid on expiry of the warranty period of one year.

6. Penalty for delayed Service:

- 6.1 The Embassy reserves the right to levy penalty @ 0.5% of Contract value per week of delay beyond the scheduled date of supply or services, subject to maximum penalty of 10% of the Order value.
- 6.2 The Embassy reserves the right to cancel the Order in case the delay is more than 12 weeks.
- 6.3 The penalties, if any, shall be recovered from the bills of the supplier. Performance Bank Guarantee shall also be invoked, if required.

7. **Force Majeure**

The Embassy may consider relaxing the penalty and delivery requirements, as specified in this Document, if and to the extent that, the delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

SECTION IV

Technical specifications to be filled by bidder

Particular–Desktop

ComputerQuantityrequired–50nos.

Sl. No.	Item	Detail/ Specification	Make/Model	Compliance(Yes/ No)	Corresponding page no. and S.No./ para no. of datasheet catalogue/brochure in support of specification	Deviation/ Remarks
1.	CPU:	Intel Core i5/i7 processor, 3.2GHz, 8MB Cache or Higher				
2.	Chipset	Intel series Chip set				
3.	Motherboard	OEM motherboard with OEM certified				
4.	Slots	Legacy PCI slots 1 PCIe x16 1 number PCIe x1 1 number M.2 SOT 2 Number				
5.	Graphics	2GB Dedicated Graphics				
6.	Memory	8GB 2133MHz DDR4 RAM WITH 32 GB EXPANDABLE				
7.	Hard Disk Drive	1TB HDD.				
8.	Monitor	19.5" LED				
9.	Video Controller	To support HDMI				
10.	Keyboard	104 Keys Keyboard USB				
11.	Mouse	Optical Mouse USB				
12.	Ports	Minimum 8 USB ports or more (at least 4 USB 3.1, 4 USB 2.0), 1 VGA port, HDMI PORT, RS-232 SERIAL PORT, audio ports for microphone and headphone in front.				
13.	Operating System	Windows 10 Professional or higher				

		with media and documentation and certificate of authenticity				
14 .	OS Certification	Windows10Pro.OScertification				
15 .	Warranty	1Year Onsite				

BID-FORM

**Subject: Supply and installation of 50 computers to Lycée Moderne School,
Antananarivo, Madagascar**

1. Name of the Bidder-
2. Address of Head Office-
3. Telephone-
4. Fax No.-
5. E-mail Address-
6. Address of Office in India-
7. Address for communication (if different)-
8. Place & Date of Incorporation/Establishment/Registration-
9. Whether any part of the work is proposed to be sub-contracted. if so, whether relevant details have been given in the offer-

Place: (Signature of Authorized Representative)

Date: Name -----

.....

PRICE SCHEDULE

(To be submitted along with the financial bid in separate sealed cover)

Sl. No.	Description of item	Quantity	Rate per unit (In INR both in figures and in words)	Total price (In INR both in figures and in words)
1.	Computer	50 Nos.		
2.	Other charges			
3.	GST			
	Total			

Note:

1. Except customs and other applicable taxes in so far as import of equipment from India or third country is concerned in connection with supply and commissioning of Computers in Madagascar.
1. For the purpose of evaluating of tender price, Total Price i.e. Basic Price + GST shall be taken into account. "Basic Price" includes cost of hardware/software, fabrication, equipment, insurance, freight charges till destination.

Place: (Signature of Authorized Representative)

Date: Name -----

.....

PROFORMA OF AGREEMENT

THIS AGREEMENT is made on the day _____2021 between the Embassy of India, Antananarivo (hereinafter referred to as "the Buyer") of the one part and..... (hereinafter called "the Supplier") of the other part.

WHEREAS the Buyer is desirous of procurement of 50 computers for Lycée Moderne School, Antananarivo, Madagascaras a gift from Government of India in accordance with all the requirements as set out in the contract.

AND WHEREAS the Supplier has submitted tender and the Buyer has accepted the tender submitted by Supplier for the total amount of INR _____ (Indian Rupees _____ only) [hereinafter called "the Contract Price"] towards basic price of 50 computers. No extra amount will be paid for cost of logos/stickers etc. to be affixed on the computers.

The whole supply comprised in this Agreement shall be completed within 6 months from placing of order. The maintenance service provided to maintain the computers in good order for the specified Warranty period from the date of supply in conformity in all respects with provisions of the agreement.

- (i) **Performance Guarantee:** The Supplier shall submit 10% of Tendered Cost before the award of work in the form of a Bank Guarantee from Nationalized Bank/Registered bank in India valid for a period of sixty days beyond the date of the completion of all the contractual obligations of the Supplier under the contract and shall be discharged after completion of work.
- (ii) **Retention money:** 10% of contract amount shall be retained by the buyer till the defect liability period of one year is over.
- (iii) **Liquidated Damages:** In case of delay in delivery of computers, by the stipulated date, the supplier shall be liable to pay delayed charges @ 0.5% of the value of supply order for each week of delay, subject to maximum of 10%.
- (iv) **Defect Liability Period:** Computers to be supplied shall be under warranty period for at least 01 year from the date of supply against all manufacturing defects

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 The agreement shall consist of this Form of Agreement, and the following documents, all of which by this reference are incorporated herein and shall form part thereof:

- i. The signed Contract Agreement;
- ii. The letter of Notification of Award

- iii. Tender
- i. The completed Tender Submission Sheet as submitted by the Supplier;
- ii. The Bill of Quantities as submitted by the Supplier;
- iv. Scope of Work,
- v. Performance Guarantee
- vi. Explanatory notes, correspondences and/or minutes of meetings (If any)

2. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the terms and conditions of the tender document shall be final.

1. In consideration of the payment to be made by the Buyer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Buyer to deliver, complete and maintain the computers in conformity in all respects with the provisions of the agreement.

2. The Buyer hereby covenants to pay the Supplier in consideration of the supply, delivery and maintenance, the price at the time and in the manner prescribed by the agreement.

The Agreement shall come into force on the date of its signing by the duly authorized representatives of the Parties and shall remain in force upto the completion of Defect Liability Period of computers.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year first written above.

For and on behalf of
Embassy of India

For and on behalf of Supplier

Witnesses:

1.

2.

.....

Form of Performance Guarantee / Bank Guarantee Bond

In consideration of the Embassy of India, Antananarivo (hereinafter called "EOI") having offered to accept the terms and conditions of the proposed Agreement between and (hereinafter called "the said Contractor(s)" for the work (hereinafter called "the said Agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.....(Rupees.....only) as a Security/Guarantee from the Contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Agreement.

1. We (*indicate the name of the Bank*) (hereinafter referred to as the "Bank") hereby undertake to pay to the Government an amount not exceeding Rs(Rupees.....only) on demand by EOI.

1. We (*indicate the name of the Bank*) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from EOI stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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).

1. We, the said Bank, further undertake to pay to EOI any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) 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 thereunder, and the Contractor(s) shall have no claim against us for making such payment.

1. 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 it shall continue to be enforceable till all the dues of EOI under or by virtue of the said Agreement have been fully paid, and its claims satisfied or discharged, on behalf of EOI, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s), and accordingly discharges this Guarantee.

1. We (*indicate the name of the Bank*) further agree with EOI that EOI shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by EOI against the said Contractor(s), 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 Contractor(s) or for any forbearance, act of omission on the part of EOI or any indulgence by EOI to the said Contractor(s) 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 Contractor(s).

1. We (*indicate the name of the Bank*) lastly undertake not to revoke this Guarantee except with the previous consent of EOI in writing.

1. This Guarantee shall be valid up tounless extended on demand by EOI. 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 extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated theday of..... For

(Indicate the name of the Bank)
Seal of the Bank
Authorized Signatory

.....

Declaration Letter

Date:

Tender No.:

To

Head of Chancery
Embassy of India
4, Lalana Rajaonson Emile,
Tsaralalana, Antananarivo,
Madagascar

Dear Sir,

We,[Bidder name] hereby declare that:

We accept all terms and conditions in the Tender Document.

- (i) Performance Bank Guarantee of 10% of the Order value will be submitted before or at the time of signing of Contract.
- (i) We are not under a declaration of ineligibility for corrupt and fraudulent practices.
- (ii) We have submitted genuine documents. If the Embassy finds that any forged document submitted by us, the Embassy may terminate us and forfeit my EMD and take stringent action against us as per Govt. of India guidelines.
- (iii) We accept that all Clauses, Sub-Clauses and Annexures in the Tender Document are explicitly defined.
- (iv) We will accept the Embassy's internal technical and financial evaluation procedure and will not interfere in the process after submission of the Bid. We shall not deviate the bid process and not try to stall the process; if do so, the Embassy may take stringent action against us.
- (v) We will follow all guideline mentioned in the Tender Documents.
- (vi) It is certified that there has been no decrease in the price of price variation indices and in the event of any decrease of such indices during the currency of this contract, we shall promptly notify the same to the purchaser and offer requisite reduction in the contract rate.

Signature :

Full Name :

Seal :