



**EMBASSY OF INDIA, ASTANA**  
**(KAZAKHSTAN)**

**TENDER**  
**FOR**

**Procurement of 2500 Yoga mats in Kazakshtan**

**Date : 03 March 2017**

**TENDER No : AST/ICC/21/2016/1**  
**Last date for Submisison of bids : 24 March 2017**  
**The document is available for downloading at**  
**[www.indembastana.in](http://www.indembastana.in)**

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**TENDER**  
**EMBASSY OF INDIA, ASTANA (KAZAKHSTAN)**

No: **AST/ICC/21/2016**

Dated:

**INVITATION OF BIDS FOR FOR SUPPLY OF 2500 YOGA MATS**

1. Bids in sealed cover are invited in two bid system i.e, Technical Bid and Price Bid for supply of 2500 PVC Yoga mats of length: 1.80 meters, breadth: 0.6 meters and thickness: 6 mm along with their carry bags in Astana and Almaty as specified in Part II of this Tender.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below:-

- (a) Bids/queries to be addressed to : Embassy of India, Astana  
(Kazakhstan)
- (b) Postal address for sending the Bids : Embassy of India,  
Kaskad Business Centre, 5<sup>th</sup> Floor  
6/1 Kabanbai Batyr Avenue,  
Astana-010000 (Kazakhstan)
- (c) Name/designation of the contact Person : Second Secretary (Political)
- (d) Telephone number of the contact Person : +77172925708 /+7 7019431504
- (e) FAX number : +77172925706
- (f) Email : pol.astana@mea.gov.in

3. This Tender is divided into five parts as follows :-

- (a) **Part I : Instructions to Bidders.** Contains General Information and Instructions about the Tender such as the Time, Place of Submission and Opening of Tenders, Eligibility Criteria, Validity Period of Tenders, etc.
- (b) **Part II : Conditions of the Tender.** Contains essential details of the item to be supplied including its price, warranty etc.
- (c) **Part III : Proforma Form.** Contains Proforma for Submission of Bids.

Tender for procurement of Yoga mats in Kazakhstan

4. This Tender is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the Tender, should it become necessary at any stage.

## **PART I – INSTRUCTIONS TO BIDDERS**

### **1. General Definitions.**

- (a) **Bid.** It means the proposals submitted by the Bidder(s) in response to this Tender in accordance with the provisions thereof along with all other documents forming part and in support thereof.
- (b) **Bidder.** It means a company/firm who has submitted the bid for as per the terms, conditions, and specifications of the tender document.
- (c) **Bid Process.** It means the process of selection of the successful bidder through competitive bidding and includes submission of bids, scrutiny and evaluation of such bids as set forth in the tender.
- (d) **Buyer.** It means Embassy of India, Astana or its authorized representatives.
- (e) **Contract.** It means the document signed between the Embassy of India, Astana and the successful bidder, that incorporates any final corrections or modification to the bid, and is the legal document binding on both the parties to the contract, with all terms and conditions of the contract.
- (d) **Consignee.** It means the person/office to whom the services/ equipment are required to be delivered as per the “Letter of Acceptance”.
- (g) **Contractor.** It means the person or the persons, firm or company whose tender has been accepted.
- (h) **Letter of Acceptance.** It means the letter or memorandum communicating to the successful bidder the acceptance of its bid and includes an advance acceptance of its bid.
- (j) **Period.** It means the entire term of the contract.

2. **Delivery Period/Timeline.** Delivery of 2500 PVC yoga mats (1500 Yoga mats at Embassy of India in Astana & 1000 Yoga mats at Representative Office of India in Almaty) within 30 days from the date of signing of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations.

3. **Locations for the Supply and Installation.** 1500 Yoga mats at Embassy of India & 1000 Yoga mats at Representative Office of India in Almaty.

4. **Order Placement and Release of Payments.** The letter of acceptance and payment shall be released by :-

Head of Chancery  
Embassy of India,  
Kaskad Business Centre, 5<sup>th</sup> Floor  
6/1 Kabanbai Batyr Avenue,  
Astana-010000 (Kazakhstan)

5. **Eligibility Criteria.**

(a) Bidder must be a competent firm incorporated in India/ Kazakhstan and registered with the government under appropriate act of law.

(b) The bidder shall have minimum average annual **turnover of 8 million tenge** during the last two financial years.

(c) Bidder shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

6. **Last Date and Time for Depositing the Bids.** The sealed bids should be deposited / reach by **24 March 2017 at 1100 hrs.** Bids received after closing date and time will not be accepted.

7. **Manner of Depositing the Bids.** Sealed Technical bid and Price bid should be deposited separately. Only Price Schedule Format (Annexure I) should be submitted in price bid envelope. The remaining documents have to be submitted under Technical bid in a separate envelope. For details please see Annexure V. The sealed bids may be either dropped in the Tender Box marked as '**TENDER BOX – EMBASSY OF INDIA, ASTANA**' established at the Main Reception of Embassy of India, Astana or sent by post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered.

8. **Time and Date for Opening of Bids.** The bids will be opened **at 1130 hrs on March 24 2017.** In case it is declared a holiday, the bids will be opened on the next working day at the same time.

9. **Place of Opening of the Bids.** Visitors' Room, Embassy of India, Astana (Kazakhstan). The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Bidder should forward details of representative (authorised to attend opening of the bids) along-with scanned copy of passport, minimum 08 days before the date of opening of bid to obtain security clearance. Rates and important commercial/technical clauses quoted by all the bidders will be read out in the presence of the representatives of the Bidders who attend the opening.

10. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like complete postal & e-mail address of their office.
11. **Clarification Regarding Contents of the Tender.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than **eight** days prior to the date of opening of the Bids.
12. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by FAX but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the buyer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.
13. **Preparation of Bids.** Bid form should be submitted by all bidders as per format provided in Part III of the bid document. In case Bid form is not submitted by the Bidder as per format, their bid shall be liable for rejection. Bidder should avoid, as far as possible, corrections, overwriting, erasures or post scripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/ or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The bidders shall sign the entire Tender document in each page in token of accepting the conditions and enclose it with the bid.
14. **Earnest Money Deposit (EMD)/ Bid Security.**
- (a) The tender documents must be accompanied by Earnest Money Deposit of **200,000.00 tenge (40,000.00/- INR)** in the form of a Bank Guarantee (BG) as per the format provided at Annex I of the Tender (Bank Guarantee towards EMD) from any State Bank in favour of 'Embassy of India, Astana' valid upto 45 days beyond the validity of the bid.
- (b) Bids submitted without EMD will stand rejected. No interest shall be paid on EMD.
- (c) The EMD will be returned to Bidders (s) whose offer is not accepted. In case of the bidder whose offer is accepted, the EMD will be returned on submission of Performance Bank Guarantee (refer clause 7 of Part II). However, if the return of EMD is delayed for any reasons, no interest/ penalty shall be payable to the bidder.
- (d) The successful bidder, on award of letter of acceptance, must send the letter of acceptance in writing, within 7 days of award of letter of acceptance, failing which the EMD will be forfeited.

(e) The EMD shall be forfeited :-

(i) If the bidder withdraws the bid during the period of bid validity specified in the tender.

(ii) In case a successful bidder, fails to furnish the Performance Bank Guarantee (refer clause 7 of Part II).

(iii) If the bidder fails to furnish the acceptance in written, within 7 days of award of letter of acceptance.

15. **Clarification Regarding Contents of the Bids.** During evaluation, and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post –bid clarification on the initiative of the bidder will be entertained.

16. **Rejection of Bids.** Canvassing by the bidder in any form, unsolicited letter and post – tender correction may invoke summary rejection.

17. **Validity of Bids.** The Bids shall be **valid for minimum 180 days** from the last date of submission of the Bids.

18. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as under :-

(a) Technical bids will be evaluated first. Only those Price Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender in their Technical bids.

(b) The bids forwarded by the Bidders will be evaluated by the Buyer. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Schedule (Annex I). The lowest price shall be applied on the total composite amount of all criteria items taken together.

(c) Bidder should quote their rates in prescribed proforma (Annex II - Price schedule) only. Price/ commercial bids other than the format provided shall be rejected

(d) Any other criteria as applicable to suit a particular case.

19. **Purchasers Right to Amend Scope of Work.**

(a) If, for any unforeseen reasons, Embassy of India, Astana is required to change in the quantity of yoga mats, this change shall be acceptable to the bidder without change in the unit price quoted.



(b) Embassy of India, Astana reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for.

(c) Embassy of India, Astana reserves the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders are found to have minor deviation.

20. **Corrupt or Fraudulent Practices.**

(a) It is expected that the bidders who wish to bid for this tender have highest standards of ethics. A self-declaration as per the format at Annexure – IV is to be enclosed with the bid.

(b) Embassy of India, Astana will reject bids if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

(c) Embassy of India, Astana may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

21. **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, Embassy of India, Astana's interpretation of the clauses shall be final and binding on all parties.

## **PART II –CONDITIONS OF TENDER**

1. **Scope of Work.** Supply of 2500 yoga mats of length PVC Yoga mats of length: 1.80 meters, breadth: 0.6 meters and thickness : 6 mm (1500 Yoga mats at Embassy of India in Astana & 1000 Yoga mats at Representative Office of India in Almaty).

2. **Prices.**

(a) The price quoted shall be considered firm and no price escalation will be permitted.

(b) Bidder should quote the prices in Tenge and as per format given in Price Schedule at Annex I of this document.

3. **Taxes and Duties.** The prices quoted should be inclusive of all taxes and/ or duties. All taxes, duties, levies and charges which are to be paid for the delivery of goods/ completion of work shall be paid by the contractor.

4. **Delivery period/ timeline.** Delivery of 2500 PVC yoga mats (1500 Yoga mats at Embassy of India in Astana & 1000 Yoga mats at Representative Office of India in Almaty) within 30 days from the date of signing of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations. If the firm fails to supply all 2500 yoga mats within 30 days from the date of signing of the contract for causes (on supplier's side) not attributable to Force Majeure, the firm is liable to pay penalty @ 0.3% of the total amount of the order on day to day basis for next 30 days. If the firm fails to supply even in this time period, the contract is liable for termination.

5. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

6. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

7. **Warranty.**

(a) The Contractor warrants for a period of **3 months** from the date of delivery of yoga mats there of shall be free from all types of defects / failures.

(b) If within the period of warranty, the goods (yoga mats) are reported by the Buyer to have defects, the Contractor shall either replace or rectify the same free of charge, maximum within 45 days of notification of such defect received by the Contractor.

Failure to do so would result in invoking of the Performance Bank Guarantee. The cost towards replacement will have to be borne by the supplier.

**8. Performance Bank Guarantee (PBG).** The successful bidder must submit a Performance Bank Guarantee (PBG) of 5% of the order value within 15 days of receipt of letter of acceptance by Embassy of India, Astana as per the format provided (Annex II - Performance Bank Guarantee) in the tender document. This Bank guarantee should remain valid six months beyond the period of completion and warranty. The Performance Bank Guarantee will be subject to encashment by the buyer, in case the conditions regarding adhering to completion schedule and other provision of the contract are not fulfilled.

**9. Payment Terms.**

(a) **Advance Payments.** No Advance payments will be made.

(b) **Payment.** Full payment will be made within 21 days from the receipt and acceptance of all 2500 yoga mats. Payments shall be made through cheque/ direct bank transfer by the Embassy of India, Astana.

10. **Jurisdiction.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussion. The disputes, legal matters, court matters, if any shall be subject to the laws of the Republic of India.

11. **Termination of Contract.** The Buyer shall have the right to terminate the Contract in part or in full in any of the following cases:-

(a) The delivery of the goods (yoga mats) is delayed for causes not attributable to Force Majeure for more than **1 month** after the scheduled date of completion of contract.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) The delivery of goods is delayed due to causes of Force Majeure by more than **2 (two) months** provided Force Majeure clause is included in the contract.

12. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligation, if the non-performance result from such Force Majeure circumstances as Flood, Fire, Earth quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligation under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than **180 days**, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the contract for the goods received.

13. **Transportation**. Transportation clause which will form part of the contract placed on successful Bidder will be that ‘the goods shall be delivered to Embassy of India, Astana (1500 Yoga mats) and Representative Office of India, Almaty (1000 yoga mats). Contractor will bear all costs and freight necessary to bring the goods to the point of delivery.

14. **Quality**.

(a) The term “quality”, shall denote the quality of yoga mats.

(b) All yoga mats to be delivered under the present Contract shall be new, unused, and in good condition.

## PART III – PROFORMA

### PROFORMA FOR SUBMISSION OF BID

#### **(Bid Form)**

(Bidders are required to fill up all the blank spaces in this Bid Proforma and its enclosures)

Bid No. \_\_\_\_\_

Date of Opening:

To \_\_\_\_\_

1. Having examined the Tender along with Appendices for the above Bid, we the undersigned **offer to supply yoga mats** in conformity with said bidding documents and guarantee the whole of the said Scope of Work in conformity with the said General and Special Conditions of Tender. The details of the items/services for which we have submitted our Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and give our informed consent to them.
3. We undertake, if our Bid is accepted, we shall completed the work as per delivery schedule offered by us so as to fulfil our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a Bank Guarantee for Performance as security in a **sum of equivalent of 5% of the contract price** for the due performance of the Contract, as per the requirement of Tender.
5. We confirm that stipulated Bid security is enclosed herewith as a part of Bid.
6. We agree to abide by this Bid for a **minimum period of 180 days** from the date of opening and it shall be remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

10. The required Price Schedule (Annex I) and Earnest Money Deposit towards Bank Guarantee (Annex III) of the Tender have been completed and attached duly verified for no further changes.

11. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same.

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016  
Signature & Name: \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly  
authorised to sign tenders for and on behalf of \_\_\_\_\_ (Name and Address)

**Witness Signature of Bidder**

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

**Price Schedule**  
**(To be filled in by bidder)**

<b>S.N.</b>	<b>Particular</b>	<b>Cost (KzT) for one Yoga mat</b>	<b>Cost (KzT) for 2500 Yoga mats</b>
1	PVC Yoga mats of following specifications: Length: 1.80 meters Breadth: 0.6 meters Thickness: 6 mm		
2	Tax, if any should be indicated extra		

Authorised Signatory:

Name:

Designation:

Name of the firm:

Seal:

**PROFORMA OF PERFORMANCE BANK GUARANTEE**

(on non-judicial paper of appropriate value)

To,  
Head of Chancery  
Embassy of India  
Kaskad Business Centre, 5<sup>th</sup> Floor  
6/1 Kabanbai Batyr Avenue,  
Astana-010000 (Kazakhstan)

Dear Sir(s),

In consideration of Embassy of India, Astana (hereinafter called “EOIA”) having offered to accept the terms and conditions of the proposed contract between .....and ..... (hereinafter called “the said contractor(s)” for the work ..... (hereinafter called “the said contract”) having agreed to production of an irrevocable Bank Guarantee for ..... Tenge (.....Tenge only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said contract.

1. We ..... (hereinafter referred to as the “Bank”) hereby undertake to (indicate the name of the Bank) pay to the EOIA an amount not exceeding ..... Tenge (.....Tenge only) on demand by the EOIA.

2. 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 the EOIA 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 ..... Tenge (.....Tenge only).

3. We, the said Bank, further undertake to pay to the EOIA 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.

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 contract, and it shall continue to be enforceable till all the dues of the EOIA under or by virtue of the said contract have been fully paid, and its claims satisfied or discharged, or till the representative of EOIA, on behalf of the Government, certifies



that the terms and conditions of the said contract have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We .....(indicate the name of the Bank) further agree with the EOIA that it 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 contract 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 EOIA against the said contractor(s),and to forbear or enforce any of the terms and conditions relating to the said contract, 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 the EOIA or any indulgence by the EOIA 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).

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

8. This Guarantee shall be valid up to .....unless extended on demand by the EOIA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Tenge ..... (.....Tenge only), 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 the .....day of..... For .....

Granted by the Bank

Yours faithfully....

**PROFORMA FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT**

(on non-judicial paper of appropriate value)

Bank Guarantee No. -----

Dated:

To,  
Head of Chancery  
Embassy of India  
Kaskad Business Centre, 5<sup>th</sup> Floor  
6/1 Kabanbai Batyr Avenue,  
Astana-010000 (Kazakhstan)

Dear Sir(s),

Whereas the Embassy of India, Astana, (hereinafter called the EOIA) which expression shall, unless repugnant to the context or the meaning thereof, include all its successors, administrators, executors and assignees has on behalf of the President of India invited tender No. ----- and M/s ----- having Registered/head office at ----- (Hereinafter called the "bidder" which expression shall, unless repugnant to the context or the meaning thereof, mean and include all its successors, administrators executors and assignees) have submitted a Proposal Reference No. ----- and bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of ..... Tenge (.....Tenge only) for the due performance of bidder's obligations as contained in the tender document specially the conditions that

(a) bidder shall keep his Proposal open for a period of day i.e. from ----- to ----- or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the EOIA the bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the EOIA within the required time. The bidder has absolutely and unconditionally accepted these conditions. The EOIA and the bidder have agreed that Proposal submitted by the bidder is an offer made on the condition that the Proposal, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the EOIA for a period of -----days i.e. from ----- to ----- or any, extension thereof and that submission of the Proposal itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender document. They have further agreed that the contract consisting of tender document and submission of the Proposal as the ACCEPTANCE shall be a separate contract distinct from the contract which will come into existence when the Proposal is finally accepted by the EOIA. The consideration for this separate initial contract preceding the main contract is that the EOIA is not agreeable to sell the tender documents to the bidder and to consider the Proposal to be made

except on the condition that the Proposal shall be kept open for the period indicated above and the bidder desires to submit a Proposal on this condition after entering into this separate initial contract with the EOIA promises to consider the Proposal on this condition and bidder agrees to keep this proposal open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we ----- registered (indicate the name of Bank) under the laws of -----having head/registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Tenge all money to the extent of ..... Tenge (.....Tenge only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the bidder and any such demand made by the EOIA on the bank shall be conclusive and binding notwithstanding any difference between the EOIA and the bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the EOIA in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the bidder and will remain valid, binding and operative against the bank.

3. The bank also undertakes that the EOIA at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the bidder.

4. The bank further agree that as between the bank and the EOIA, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the tender Documents as referred above given to the bank by the EOIA shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be *affected* by any change in our constitution, in the constitution of the EOIA or that of the bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.

5. The bank agree with the EOIA that the EOIA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the EOIA or any indulgence shown by the EOIA to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.

6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to ..... Tenge (.....Tenge only) in aggregate and it shall remain in full force upto ----- (225 days from the date of bid opening) unless extended further from time to time, for such period as may be instructed in writing by M/s----- on whose behalf this guarantee has been given, in which case, it shall remain in full

force upto the expiry of extended period. Any claim under this guarantee must be received by us before ----- (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the EOIA under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all right of the EOIA under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the bidder furnished to the EOIA a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the EOIA by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the EOIA under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the EOIA under this guarantee shall be valid and shall not cease until we have satisfied that claim, In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this -----  
---day of at \_\_\_\_\_ of-----at----- of-----  
(month & year).

Signature  
(Full name in capital letters)  
Designation with bank stamp

Witness No.1  
Signature  
(Full name and address in capital letters)

Witness No.2  
Signature  
(Full name and address in capital letters)

Attorney as per power of attorney  
No -----  
Date -----

**Self-Declaration to be given by the bidder**

- (i) Bid's Reference No. & Date:
- (ii) Bidder's Name & Address:
- (iii) Person to be contacted:
- (iv) Designation:
- (v) Telephone No.:                      Fax No.:                      Email:

I, the undersigned Bidder, having carefully read and examined in detail the Terms and Conditions, specifications and all bidding document in regard to the supply of Yoga mats and accept the same.

**I also do hereby declare:**

- (i) that I have not been blacklisted/debarred by any Government/Undertaking organisation.
- (ii) that the rates quoted are not higher than the rates quoted for same item to any Government/Undertaking.
- (iii) That the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

For and on behalf of the firm  
(Firm Name & Address)

(Signature of Authorized Signatory)

Name:  
Designation:  
Phone No.:  
Seal:

Date:

Place:

Annexure V

**(A): The self attested & stamped legible copies of the following documents required to be alongwith Technical Bid:**

1. Copy of certificate of registration of the firm.
2. Copy of Sale Tax/VAT certificate.
3. Copy of latest Sales Tax/VAT deposit receipt.
3. Earnest Money Deposit in the form of Bank Guarantee prescribed at Annexure III in from any State Bank in favour Embassy of India, Astana.
4. Self-declaration form at Annexure IV.

**(B) Price Bid:** Only duly filled in Price Schedule Format at Annexure I.

