



EMBASSY OF INDIA, ASTANA
(KAZAKHSTAN)

TENDER
FOR

Procurement of 350 Yoga mats in India

Date : 10 April 2017

TENDER No : AST/ICC/21/2016/2
Last date for Submission of bids :01 May 2017
The document is available for downloading at
www.indembastana.in

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TENDER
EMBASSY OF INDIA, ASTANA (KAZAKHSTAN)

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

Dated: 10 April 2017

INVITATION OF BIDS FOR FOR SUPPLY OF 350 YOGA MATS

1. Online bids are invited in two bid system i.e, Technical Bid and Price Bid are invited for supply of 350 PVC Yoga mats of length: 1.80 meters, breadth: 0.6 meters and thickness: 6 mm along with their carry bags in to **Indian Embassies in Ashgabat, Tashkent and Yerevan.**

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

- (a) Bids/queries to be addressed to : Embassy of India, Astana
(Kazakhstan)
- (b) Address for sending the Bids : Online Submission
- (c) Name/designation of the contact : Second Secretary (Political)
Person
- (d) Telephone number of the contact : +77172925708
Person
- (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.

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 **350 PVC** yoga mats to Indian Embassies in:

- (i) Embassy of India Ashgabat (Turkmenistan) – 200 Yoga mats
- (ii) Embassy of India Tashkent (Uzbekistan) – 100 Yoga mats
- (iii) Embassy of India Yerevan (Armenia) – 50 Yoga mats

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. Embassies in Ashgabat, Tashkent and Armenia as specified in para 2 above.

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, 5th Floor
6/1 Kabanbai Batyr Avenue,
Astana-010000 (Kazakhstan)

5. **Eligibility Criteria.**

(a) Bidder must be a competent firm incorporated in India and registered with the government under appropriate act of law. A copy of certificate of registration shall be submitted alongwith Technical Bid.

(b) The bidder shall be into the field of refurbishing/ furniture and shall have minimum average annual turnover of **5 lakh rupees** during the last two financial years. A self-declaration indicating annual turnover of the firm for last two years shall be submitted alongwith Technical Bid.

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

6. **Last Date and Time for Depositing the Bids.** Online bids should be deposited / reach by 01 May 2017 at 1400 hrs. Bids received after closing date and time will not be accepted.

7. **Manner of Depositing the Bids.** The bidders are required to submit soft copies of their bids electronically on the CPP Portal (URL: <https://eprocure.gov.in>) by 1400 Hrs (IST). by 01 May 2017. Original Bank Guarantee/ DD shall be submitted to Under Secretary (Kazakhstan), Eurasia Division, South Block, Ministry of External Affairs, New Delhi – 110001 before the last date for submission of bids. Detailed instructions for bid submission may be seen at Annexure IV.

8. **Time and Date for Opening of Bids.** The bids will be opened at 1430 hrs (IST) 01 May 2017 or as date conveyed by the Embassy of India Astana. 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 (authorized 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 along with relevant soft copies of documents should be electronically on the CPP Portal (URL: <https://eprocure.gov.in>).
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.** Tenders would not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. Modifications before the deadline can be made. Instructions for the same are available at: <https://eprocure.gov.in/eprocure/app?page=BiddersManualKit&service=page>.
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 **INR 15,000/-** in the form of a Bank Guarantee (BG) as per the format provided at Annex II of the Tender (**Bank Guarantee towards EMD**) or **Demand Draft (DD)** from any State Bank in favour of Pay & Accounts Office, MEA valid up to 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. The lowest price shall be applied on the total composite amount of all criteria items taken together. After examination of the technical bid and price bid, the purchase committee will have discretion to award the contract to more than one firm, if their lowest rates are same.

(c) Bidder shall submit the price schedule in the excel sheet (.xls) attached along with Tender Document at CPP Portal. No other format will be accepted.

(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 350 yoga mats of length PVC Yoga mats of length: 1.80 meters, breadth: 0.6 meters and thickness: 6 mm along with their carry bags in to Indian Embassies in Ashgabat, Tashkent and Yerevan.
2. **Prices.**
 - (a) The price quoted shall be considered firm and no price escalation will be permitted.
 - (b) Bidder shall submit the price schedule in the excel sheet (.xls) attached. No other format will be accepted
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 350 PVC yoga mats 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 350 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 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 I - Performance Bank Guarantee) or Demand Draft 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 **350 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 good (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 (**350 yoga mats**) shall be delivered to Embassy of India, Ashgabat (200 Yoga mats), Embassy of India, Tashkent (100 Yoga mats) and Embassy of India, Yerevan (50 Yoga mats). Contractor will bear all costs and freight necessary as well as all complete procedures (export, customs clearance etc) 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 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 _____

PROFORMA OF PERFORMANCE BANK GUARANTEE

(on non-judicial paper of appropriate value)

To,
Head of Chancery
Embassy of India
Kaskad Business Centre, 5th 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 betweenand (hereinafter called “the said contractor(s)” for the work (hereinafter called “the said contract”) having agreed to production of an irrevocable Bank Guarantee for **INR** (.....**INR** 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 **INR** (.....**INR** 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 **INR** (.....**INR** 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. Welastly 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 tounless extended on demand by the EOIA. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to INR (**INR** 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 theday 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, 5th 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 **INR** (.....**INR** 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 all money to the extent of **INR** (.....**INR** 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 **INR** (.....**INR** 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 IV

(A): The self-attested & stamped legible scanned copies of the following documents required to be attached with Technical Bid, while submitting it online:

1. Copy of certificate of registration of the firm.
2. Copy of latest Sales Tax/VAT deposit receipt.
3. A self-declaration indicating turnover of the firm for last two years.
4. Earnest Money Deposit (EMD) in the form of Bank Guarantee prescribed at Annexure II or Demand Draft from any State Bank in favour of Pay & Accounts Office, MEA. Original Bank Guarantee/ DD shall be submitted to Under Secretary (Kazakhstan), Eurasia Division, Ministry of External Affairs, South Block, New Delhi – 110001 before the last date for submission of bids.
5. Self-declaration form at Annexure III.
6. A copy of Export license.

(B) Price Bid: The price schedule shall be filled in Excel Sheet (.xls) provided with the tender documents at CPP Portal. Price Bid shall contain price schedule only. No other documents shall be attached with the Price Bid. The price bids shall be filled on-line as per the pro-forma available at Central Public Procurement Portal e-tender system website <https://eprocure.gov.in/eprocure/app> . Offline price bids will not be accepted.

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link “Click here to Enroll” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid **Digital Signature Certificate** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. **Foreign bidders may see instructions at Annexure VI to obtain DSC recognized by CCA India.**

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard

documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids (prices) in the format provided and no other format is acceptable.
- 6) The PAN / TAN is a mandatory field. As foreign bidders need not possess a PAN /TAN they may enter the dummy value TEMPZ9999Z as a PAN number and continue the process.
- 7) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

10) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800-3070- 2232 Mobile : +91-7878007972 / 73.

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.

2. Bidder then logs into the portal giving user id / password chosen during enrollment.

3. The e-token that is registered should be used by the bidder and should not be misused by others.

4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.

5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.

6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.

7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The

documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.

21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.

23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.

24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done. 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

