

**F.NO.05/22/2021-CMU
GOVERNMENT OF INDIA
NATIONAL INSTITUTION FOR TRANSFORMING INDIA
COMMUNICATION CELL**

OPEN TENDER:

**UPGRADATION (SUPPLY, INSTALLATION, TESTING & COMMISSIONING) OF
AUDIO CONFERENCE SYSTEM IN
COMMITTEE ROOM No.122, NITI BHAWAN, NEW DELHI-110001**

Bid Start Date	22/08/2022
Bid End Date	13/09/2022
Bid Opening Date	15/09/2022
Bid Validity Period	75 Days
Bid Declaration Period	120 Days

**F.No.05/22/2021-CMU
Government of India
National Institution for Transforming India
Communication Cell**

NITI Bhawan, New Delhi-110001

Dated:22/08/2022

E-TENDER NOTICE

Subject: Invitation of bids towards Upgradation of Audio Conference System in Committee Room No.122 of NITI Bhawan on customized and as is where-is basis.

Online bids in single cover (Technical and Financial) are invited from Original Equipment Manufacturers (OEMs) or Distributors/Dealers/System Integrators having Tender Specific Authorization from the OEMs of the proposed products to participate in Tender Notification No.05/22/2021-CMU dated 22/08/2022.

2. Complete tender document may be downloaded from the Government-e-Marketplace Portal (GeM) (<https://gem.gov.in>) and/or Official Website of NITI Aayog (<https://niti.gov.in/tenders>) with effect from the 22/08/2022 at 09:00 AM. Any further information or corrigendum in relation to this tender will be made available through the Official Website of NITI Aayog. The last date of submission of bids through GeM Portal Only is 13/09/2022 and the bids will be opened on 15/09/2022.

**Sd/-
(Ms. Manisha Verma)
Under Secretary to the Govt. of India
Tel. No.011-23042479**

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TO BE FILLED-IN & SUBMITTED ALONG WITH THE TECHNICAL BID

Sl. No.	<u>Document</u>	<u>At Annexure</u>	<u>Document Furnished (Yes/ No)</u>	<u>At Page</u>
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TECHNICAL QUALIFICATION CRITERIA FOR THE BIDDERS

1. The Bidding Firm should be registered with the Income Tax Department and possess a valid PAN Card (**Annexure 5C**).
2. The Bidding Firm should be registered with the GST Department and possess a valid GST Registration Certificate (**Annexure 5D**).
3. The Bidding Firm should have an Operative Bank Account in its name in any of the Commercial Banks in India. Please attach a cancelled cheque. (**Annexure 5E**)
4. The Bidding Firm should have a Registered Office anywhere in India (**Annexure 5F**).
5. The Bidding Firm must have a functional Service Center in Delhi/ NCR (**Annexure 5G**).
6. The Bidding Firm should not have been blacklisted by any Central Government Ministry/ Department including NITI Aayog (**Annexure 5H**).
7. No criminal case should be registered/ pending against any of the Owners/ Partners/ Directors of the Bidding Firm anywhere in India (**Annexure 5I**).
8. The bidder should be an Original Equipment Manufacturer (OEM) or Distributor/Dealer/System Integrator having authorization from the OEMs of all the products proposed in Tender **Reference No.05/22/2021-CMU dated 22/08/2022**. (**Annexure 5J**)
9. The Technical Specifications of the required products are given in Annexure 6. The technical specifications of the products to be proposed by the bidders must be equivalent or superior to the technical specifications shown in Annexure 6.
10. The Technical Specifications of all the products proposed must be duly vetted by the respective OEM and the OEM vetted Technical Specifications on the letter head of the OEM must be attached at **Annexure 5K**.
11. The Bidder must have an average annual turnover of at least Rs.50.00 Lakhs (Rupees Fifty Lakh Only) in the last three financial years ending 31/03/2022. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The ITRs of the last three financial years must be attached at **Annexure 5L**.
12. The bidding firm must have executed at least 1 similar assignment of minimum value of Rs.40,00,000/- (Rupees Forty Lakh Only) for any Central / State Government Organization/ Ministry/ Department / PSU in the last 7 years ending 31/07/2022. "Similar Work" implies Supply, Installation, Testing & Commissioning of an entire Audio Conference System. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The Work Order and Work Completion Certificate issued by the Government Ministry/Department concerned must be attached at **Annexure 5M**.
13. Failure to comply to any of the above parameters will result in technical rejection of the bid.

INSTRUCTIONS TO THE BIDDERS

1. NITI Aayog intends to upgrade the existing Audio Conference/ PA System installed in Committee Room No.122, NITI Bhawan with a High-End Wired Gooseneck Flush Mount Digital and Technically Superior version by using the same Table on customized and on as is where-is basis. This would imply that the products offered by the bidder could easily be fitted in the already existing slots of the conference table without disturbing the aesthetics of the Committee Room. The slot sizes on the conference table in the Committee Room and the length of gooseneck required are as below:

Sl.No.	Committee Room No.	Slot Shape	Dimension	Length of Current Gooseneck
1.	122	52 Square Slots	3.5"x3.5"	15-18 Inches

2. The term "Bidder", as used in the tender document, shall mean the one who has signed the Tender Application Form. The Bidder may either be the Original Equipment Manufacturer (OEM) or a distributor(s)/dealer(s) having the tender specific authorization.
3. Before submitting the technical proposals, interested bidders may visit the Committee Room No.122 on any working day from the date of publishing this tender document till 31/08/2022.
4. The technical specifications of the required products have been indicated in Annexure-6.
5. Bidders are advised to study the tender document carefully & thoroughly and should furnish a Certificate that they have carefully & thoroughly read the terms and conditions of the Tender Document and would abide by them. Format of the Certificate is given in **Annexure 5A**. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
6. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the product. No request for change of price or time schedule for delivery of the item(s)/equipment shall be entertained on account of any local condition or factor once the offer is accepted by the Bidder.
7. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected.
8. The bids will be accepted through GeM Portal only. Bids received through any other means will be considered non-responsive. No physical bids will be accepted.

9. Bid Security Declaration: Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of Three (03) years from the date of such orders from NITI Aayog. The Bid Security Declaration shall be valid for One Hundred and Twenty (120) days.
10. Period of Validity of Bids: Bids shall remain valid for Seventy-Five (**75**) days from the last date of submission of bids on GeM Portal. A bid valid for a shorter period may be rejected by NITI Aayog as non-responsive.
11. The Bid Security Declaration shall be valid for One Hundred and Twenty (**120**) days.
12. The competent authority reserves the right to terminate/recall the tender at any stage due to administrative reasons.
13. Foreign Firm(s) can participate in the tender only through their authorized National Distributor(s)/Dealer(s) appointed in India. In case bidder is an Indian Agent of foreign firm/principal, the bidder shall have to submit the Authorization Letter from the OEM authorizing the agent to participate in the tender under reference (No.05/22/2021-CMU dated 22/08/2022) along with terms and conditions, if any. In case an authorized dealer(s)/distributor(s) of an Indian OEM participates in the tendering process, an authorization letter from the OEM, authorizing the dealer(s)/distributor(s) to participate in the tender under reference (No.05/22/2021-CMU dated 22/08/2022), would be required. (Annexure 5J)
14. All the bidders will be required to submit the Tender Specific OEM Authorization Letter and OEM vetted Technical Specifications. Technical Specifications not vetted by the OEM of the offered products on its letter head will result in rejection of the technical bid. If a bidder proposes products of more than one (01) OEM, then Authorization Letters from all OEMs and vetted Technical Specifications from the OEMs of the respective components will be required to be submitted. Authorization Letter from or Vetting of the technical specifications by the authorized distributors/dealers will not be considered in this regard (Annexure 5K). The brochures of the technical specifications of all the products must also be attached at Annexure 7B.
15. The Bidder must have an average annual turnover of at least 50 Lakhs (Fifty Lakh Only) in the last three financial years ending 31/03/2022. The ITRs of the last three financial years & CA Certificate of Average Annual Turnover of the last three financial years must be attached at **Annexure 5L**. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate.

16. The bidding firm must have executed at least 1 similar assignment of minimum value of Rs.40,00,000/- (Rupees Forty Lakh Only) for any Central / State Government Organization/ Ministry/ Department / PSU in the last 7 years ending 31/07/2022. "Similar assignment" implies supply, installation, testing & commissioning of an entire audio conference system. The Work Order and Work Completion Certificate issued by the Government Ministry/Department concerned in this regard must be attached at **Annexure 5M**. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate.
17. Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
18. The tender document can be downloaded from the Government-e-Marketplace (GeM) Portal (<https://gem.gov.in>) and/or from the website of NITI Aayog (<https://niti.gov.in/tenders>). Bid submission will start on 22/08/2022 and will end on 13/09/2022 at 5:30 PM.
19. As per instructions of the Government, the tender document has been uploaded on the GeM Portal (<https://gem.gov.in>). The bidders are required to submit the soft copies of their bids electronically on the GeM Portal only before the stipulated date & time.
20. The online Bids will be opened by the Tender Opening Committee at 1100 Hrs. on 15/08/2022 in Committee Room No.136, NITI Aayog, Sansad Marg, New Delhi-110001 in the presence of the bidders or their authorized representatives who may like to be present. The representative(s) of the firms participating in the tender opening process must carry an authority letter from their respective firms.
21. Supply, restoration, installation, testing & commissioning of the entire Audio Conference/ PA System in the premises of NITI Aayog shall be completed by the Supplier in accordance with the terms specified by NITI Aayog within Thirty (30) days from the date of Award of the Contract.
22. The price for the proposed items has to be quoted at Annexure 8. The prices should be inclusive of all necessary cables, connectors, cords and essential accessories. No additional payment shall be made in this regard. The dimensions of the Committee Room No.122 are around 30x7 Meters and the Control Room is at one end of the Committee Room.
23. NITI Aayog reserves the rights to accept any bid, annul the bidding process and reject all the bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action of NITI Aayog.
24. Registration with G.S.T. Department: The bidders should be registered with the G.S.T. Department and they shall furnish scanned copies of the same with their Technical Bid. (**Annexure 5D**)

25. Bid Requirements: The Bidder must quote for the proposed products item-wise, as listed under the heading “Financial Bid Format” in Annexure-8. Optional rates shall not be considered and the bid shall be rejected. The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder. The price should be quoted strictly in line with the Financial Bid Format leaving no field blank whatsoever to avoid any ambiguity. After opening of Financial Bid, no clarifications whatsoever shall be entertained by NITI Aayog.
26. Contract Performance Security Deposit: The successful bidder, irrespective of its registration status, shall be required to submit Contract Performance Security Deposit in the form of a Demand Draft, Bank Guarantee, Fixed Deposit Receipt, Insurance Security Bonds equal to 03% (Three Per Cent) of the total Contract Value, at the time of award of Contract as per the prescribed proforma (**Annexure 10**). The Contract Performance Security furnished in the form of a Bank Guarantee should be in favour of Pay & Accounts Officer, NITI Aayog payable at New Delhi-110001, or the Fixed Deposit Receipt should be hypothecated to the Pay & Accounts Officer, NITI Aayog, New Delhi-110001, from any of the commercial banks. The validity of the Contract Performance Security shall be Thirty-Eight months from the date of issue by the bank (Three Years Warranty + 60 Days). The Contract Performance Security Deposit will only be released after 38 months (Three Years + 60 Days).
27. All the bidders participating in the Tender must attach a scanned copy of the undertaking to the effect that the firm is neither blacklisted by any Government Department including NITI Aayog (**Annexure 5H**) nor any Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India (**Annexure 5I**). Any firm blacklisted by any Government Department including NITI Aayog shall not be considered. Similarly, if a Criminal Case is registered against the bidding firm or its owner or partners or directors anywhere in India, the same shall be a disqualification from participation in the tender under reference (**No. 05/22/2021-CMU dated 22/08/2022**).
28. The Evaluation Committee in its sole discretion reserves the right to seek clarifications from any or all bidders at any stage before award of the contract.
29. Unless specified, the date of publishing of the tender on GeM Portal will be considered as the reference date for calculation of various factors.
30. All the required documents in support of the eligibility and qualification conditions are to be positively uploaded along with the tender document. The bidders are advised, in their own interest, to submit the desired papers/documents with their bids as per the requirements indicated in this tender document, failing which their bids may be declared as non-responsive, without any further reference to them.

TERMS & CONDITIONS OF THE CONTRACT

1. Award of Contract: Prior to the expiry of the period of bid validity, NITI Aayog will notify the finally selected Bidder and place the supply order within 10 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/ placement of supply order will constitute the formation of the Contract.

After the placement of the supply order, the finally selected Bidder shall sign the contract with NITI Aayog in the format given in Annexure 9. The finally selected bidder shall bring along with him, the power of attorney, the Contract Performance Security Deposit and Company Seal etc. for signing the contract.

In the event of delay in acceptance of the product, the Supplier shall, at the request of NITI Aayog, extend the validity of the Contract Performance Security Deposit so as to cover the Guarantee/Warranty period (3 Years Warranty + 60 Days).

The bidder shall provide onsite OEM Comprehensive Guarantee/Warranty for the entire audio conference/ PA System including all its accessories on the letter head of the OEM concerned certifying that it shall provide the service and spare-part support for a period of Three (03) Years from the date of final acceptance of the equipment by NITI Aayog. The Guarantee/Warranty Certificate from the OEMs on their letter heads must be provided along with the technical bid. Failure in submission of the OEM Guarantee/Warranty Support shall result in rejection of the bid.

2. SCOPE OF WORK: The Scope of Work shall include supply of all products including all necessary cables, cords, connectors & essential accessories, transportation, transit insurance, delivery at site, unloading, restoration, cutting/extending slots in tables/ceiling, if necessary, laying of cables, installation, testing, commissioning and any other civil/electronic/electrical work associated with functionalizing the audio conference system at Purchaser's Delivery Site (NITI Bhawan, Sansad Marg, New Delhi-110001), providing Guarantee/ Warranty services for the entire Audio Conference/ PA System including all its accessories. Supply, installation, testing & commissioning of the new equipment without affecting the aesthetics of the Committee Room will have to be arranged by the bidder at his own cost. Therefore, the rates quoted in the Financial Bid Format should include all such costs. No extra payment on any account will be made by the NITI Aayog.

Warranty: The bidder shall provide onsite OEM Comprehensive /Warranty for the entire audio conference/ PA System from all the OEMs of the proposed products including all its accessories for a period of Three (03) Years from the date of final acceptance of the equipment by NITI Aayog. The

bidder must provide the Warranty Certificate from the OEMs of all the products for a period of three (03) years.

3. Contract Performance Security Deposit: The successful bidder, irrespective of its registration status, shall be required to submit Contract Performance Security Deposit in the form of a Bank Guarantee equal to 03% of the total Contract Value, at the time of award of Contract as per the prescribed proforma (**Annexure 10**). The Contract Performance Security can also be furnished in the form of a Bank Guarantee in favour of Pay & Accounts Officer, NITI Aayog payable at New Delhi-110001, or Fixed Deposit Receipt to be hypothecated to the Pay & Accounts Officer, NITI Aayog, New Delhi-110001, from any of the commercial banks. The validity of the Contract Performance Security shall be thirty eight months from the date of issue by the bank (Three Years Warranty + 60 Days).
4. Payment Schedule: The standard payment terms subject to recoveries under the Liquidated Damages, as explained in Para 12 below, if any, will be as follows: -
The payment will be made after Final Acceptance of the products by NITI Aayog in writing and receipt of Supplier's bill complete in all respects, in Indian currency only. No claim for interest on delayed payment will be entertained.
5. No advance payment shall be made.
6. Supply, installation, testing & commissioning of the entire Audio Conference/ PA System in NITI Aayog shall be completed by the Supplier in accordance with the terms specified by NITI Aayog within 30 (Thirty) Days from the date of Award of Contract.
7. Inspection: NITI Aayog shall have the right to inspect and/or test the product for conformity to the Contract Specifications. Should any inspected or tested product fails to conform to the specifications, NITI Aayog may reject the same and the Supplier shall replace the rejected product free of cost to NITI Aayog.
8. For the purpose of taking over the product supplied, an Acceptance Test shall be carried out at NITI Aayog. Only the product that meets the acceptance test shall be accepted by NITI Aayog.
9. The installation or commissioning shall not be deemed to have been completed unless the entire Audio Conference/ PA System, including all the accessories, is accepted by NITI Aayog in writing.
10. The Supplier must have a maintenance base in Delhi/NCR in order to provide onsite efficient and prompt maintenance services of the Audio Conference/ PA System. Certificate in this regard shall be attached by the Bidders along with their technical bid in Annexure 5G.

11. During the term of Warranty, the service/repair calls will have to be attended by the Supplier within four hours from the time of such calls. Calls made in the forenoon shall be attended on the same day and fault repaired. Calls made in the afternoon shall be attended preferably on the same day or latest by the forenoon of the next day and fault repaired. In case of major defects requiring the defective parts/equipment to be taken to the Supplier's workshop, it should be returned within a week duly repaired and an immediate substitute device/ equipment will be provided by the Supplier for the smooth operation. The to and fro transportation of the parts/ equipment will be the responsibility of Supplier.
12. Delay in the Supplier's performance: Delivery of Audio Conferencing/ PA System and performance of Services including Warranty Services shall be made by the Supplier in accordance with the time schedule specified by NITI Aayog in Para-5 & Para-10 respectively. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with Para-12 below and thereafter, upon reaching the maximum deduction set out therein, to termination for default leading to forfeiture of Contract Performance Security.
13. Liquidated Damages: If the Supplier fails to deliver the product within the time period specified in the Contract, NITI Aayog shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price/ Contract Performance Security, as liquidated damages, a sum equivalent to 1% (one percent) of the total price of the delayed product for each & every week (part of a week being treated as a full week) of delay until actual delivery, up to a maximum deduction of 10% (Ten Percent) of the total price of undelivered product.
14. Force Majeure: Contractor/ Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor/ Supplier and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, catastrophe, quarantine restrictions, freight embargoes etc.
15. Waiver: Failure or delay on part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
16. Assignability: Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
17. Severability: If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.

18. **Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Courts in Delhi shall have jurisdiction in this regard.
19. **Termination for Insolvency:** NITI Aayog may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NITI Aayog.
20. **Termination for Convenience:** NITI Aayog shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the NITI Aayog's convenience, the extent to which performance of work under the contract is terminated and the date from which such termination becomes effective.
21. **Resolution of Disputes:** In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent authority of NITI Aayog (Adviser, Communications) and Two (2) employees nominated by the Supplier, failing which, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.
22. **Taxes** will be paid at the rates applicable from time to time irrespective of the rates indicated in the Financial Bid Format.

TENDER APPLICATION FORM

1	Name of the Bidding Company/ Firm/ Agency (Bidder)	
2	Status of the firm (Whether Proprietary/ Partnership/ Company/System Integrator)	
3	Whether the bidder is OEM or Authorized Distributor or Authorized Dealer or System Integrator	
4	Name(s) of the Owner/Partner/Director(s)	
5	Full address of Registered Office of the Bidder	
6	Full address of the operative branch of the Bidder (in Delhi/New Delhi/NCR)	
7	Full address of the Service Centre of the Bidder (in Delhi/New Delhi/NCR)	
8	Name of Banker with complete address	
9	Telephone No. of the Banker	
10	PAN/TIN No. of the Bidding Firm	
11	GST Registration No.	

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

*No fields are to be left blank. Doing so may result in rejection of the tender application.

Technical Proposal Submission Form

Adviser (Communications)

Room No.326,
NITI Aayog, Sansad Marg,
New Delhi-110001

Sub: Upgradation (Supply, Installation, Testing & Commissioning) of Audio Conference System in Committee Room No.122 of NITI Bhawan on customized and as is where-is basis.

Sir,

With reference to your Tender Id No. No.05/22/2021-CMU dated 22/08/2022, I/ we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection as supplier of Audio Conference/ PA System in NITI Aayog on customized and on as is where is basis. The Proposal is unconditional and unqualified.

I am/ We are submitting our Proposal as OEM/ Distributor/ Dealer/ System Integrator. [Please tick appropriate choice]

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of supplier of Audio Conference/ PA System in NITI Aayog, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as supplier of Audio Conference/ PA System in NITI Aayog.
3. I/ We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/ We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration

award against the Applicant, nor been expelled from any project, assignment or contract by any Central Government Ministry/ Department including NITI Aayog nor have had any assignment or contract terminated by any Central Government Ministry/ Department including NITI Aayog for breach on our part.

6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the tender document, including any Addendum issued by NITI Aayog;
 - b) I/ We do not have any conflict of interest in accordance with the terms of tender document;
 - c) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender issued by or any agreement entered into with NITI Aayog or any other Central Government Ministry/ Department; and
 - d) I/ We hereby certify that I/ we have taken steps to ensure that no person acting for me/us or on my/our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/ We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select supplier of Audio Conference/ PA System in NITI Aayog, without incurring any liability to the Applicants.
8. I/ We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by me/us or by any of my/our affiliates. I/We further certify that neither I/we nor any of my/our consortium members have been barred by the Central Government, any State Government, a Statutory Body or any Public Sector Undertaking, as the case may be, from participating in any tender, and that any such bar, if any, does not subsist as on the date of this tender.
9. I/ We certify that in regard to matters other than security and integrity of the country, I/we or any of my/our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on my/our ability to undertake the assignment or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our affiliates or against me/ my/ our CEO or any of my/our Directors/ Partners / Managers.

11. I/ We hereby irrevocably waive any right or remedy which I/we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of supplier of Audio Conference/ PA System in NITI Aayog or in connection with the selection process itself in respect of the above mentioned Assignment.
12. I/ We agree and understand that the proposal is subject to the provisions of the tender document. In no case, shall I/we have any claim or right of whatsoever nature if the work order is not awarded to me/us or my/our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on me/us.
14. I/We agree and undertake to abide by all the terms and conditions of the tender Document.

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
(Seal of the Signatory)

Name of the Firm:

Address:

Telephone/ Mobile:

Email:

Place:

Date:

UNDERTAKING

I/We certify that I/We have carefully read all the terms and conditions of the tender document and accepted all the provisions of the tender and would abide by them.

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

BID SECURITY DECLARATION

I/We hereby declare that I/We shall not withdraw or modify my/our bid during the bid security period. If I/We withdraw or modify my/our bid during the bid security period or if I/We fail to sign the contract or submit the Contract Performance Security Deposit after award of contract, I/We shall be liable to be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of Three (03) years from the date of such orders by NITI Aayog.

**Signature of the applicant bidder
along with Rubber Stamp**

Dated:- / /2022

Annexure-5C

[Kindly Attach self-attested copy of the PAN Card here.]

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

Annexure-5D

[Kindly Attach self-attested copy of the GST Registration Certificate here.]

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

Annexure-5E

[Kindly Furnish scanned copy of the cancelled cheque.]

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

[Kindly Furnish Details of Registered Office.]

Address of Registered Office

NOTE: The Registered Office may be verified by NITI Aayog before placement of the work order.

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

[Kindly Furnish Details of Service Centre in Delhi/NCR here.]

Address of Service Center

NOTE: The Service Centre may be verified by NITI Aayog before placement of the work order.

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

UNDERTAKING

I/ We Certifiy that the services of my/ our firm, namely, M/s _____ have neither been terminated nor has it been blacklisted by any Ministry/Department/Organization of the Central Government including NITI Aayog (erstwhile Planning Commission)/State Government/any Public Sector Undertaking.

**Signature of the applicant bidder
along with Rubber Stamp**

Dated:- / /2022

UNDERTAKING

I/ We Certify that no criminal case is registered against any of the Owners/ Partners/ Directors of my/ our firm, namely, M/s _____ anywhere in India.

**Signature of the applicant bidder
along with Rubber Stamp**

Dated:- / /2022

Annexure-5J

**[Kindly attach Authorization Letter from OEM to participate in the tender
under reference (05/22/2021-CMU dated 22/08/2022)]**

**Signature of the applicant bidder
along with Rubber Stamp**

Dated: / /2022

[Kindly attach Certificate of OEM vetting the Technical Specifications of the products offered along with brochure of Technical Specifications of the proposed products]

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

Annexure-5L

[Kindly attach ITRs of Last Three Financial Years ending 31/03/2022 towards Average Annual Turnover/Exemption Certificate - As Defined in Clause 11 of Annexure-1]

Signature of the applicant bidder
along with Rubber Stamp

Dated:- / /2022

Annexure-5M

[Kindly attach Previous Work Experience Certificate/ Exemption Certificate]

Signature of the applicant bidder
along with Rubber Stamp

Dated: / /2022

Annexure-6**(Technical Specifications of the Required Audio Conference System)****(Committee Room No.122 - 51+1 Audio Conference System)**

1. Fully Flush Mounted Chairman Microphone unit with Connecting Cables and Accessories – to be installed at existing cutting on the table with necessary amendment.

Sl. No.	Technical Parameter	Range Specification
1.	Frequency Response	40 Hz – 15 KHz or better
2.	Audio Quality	16 Bit Digital
3.	Power supply	Over Cat5 cable from Controller
4.	Microphone length	380-450 mm
5.	Microphone	Shielded Microphone, immune to mobile phone interference, Unidirectional cardioid polar pattern, SN Ratio >67dB.
6.	Buttons	Microphone On/off, priority and next-in-line.
7.	Connection	Daisy chain connection with controller and fail safe redundancy feature. Headphone port.
8.	OEM Authorisation	Required

2. Flush Mounted Delegate Microphone unit with Connecting Cables and Accessories – to be installed at existing cutting on the table with necessary amendment.

Sl. No.	Technical Parameter	Range Specification
1.	Frequency Response	40 Hz – 15 KHz or better
2.	Audio Quality	16 Bit Digital
3.	Power supply	Over Cat5 cable from Controller
4.	Microphone length	380-450 mm
5.	Microphone	Shielded Microphone, immune to mobile phone interference, Unidirectional cardioid polar pattern, SN Ratio >67dB.
6.	Buttons	Microphone On/off.
7.	Connection	Daisy chain connection with controller and fail safe redundancy feature. Headphone port.
8.	OEM Authorisation	Required

3. Controller for Flush Mounted Delegate/Chairman Microphone unit with Connecting Cables and Accessories -

Sl. No.	Technical Parameter	Range Specification
1.	Frequency Response	40 Hz – 15 KHz or better
2.	Audio Quality	16 Bit Digital
3.	Power supply	100-240VAC 50/60 Hz
4.	Connections	4 BUS Connections or 2 Loops
5.	Recording	Inbuilt / External recording on USB Drive
6.	Camera Control	Integration should be possible through microphone button
7.	Input & Outputs	1x Balanced XLR Input 1 x unbalanced RCA input 2 x unbalanced RCA Output 2 x USB Connection
8.	Special feature	Digital Signal processing Digital acoustic feedback reduction System Volume control

		Browser based configuration CE Certified
8.	OEM Authorisation	Required

4. Wireless Lapel Microphone -

Sl. No.	Technical Parameter	Range Specification
1.	Audio Frequency Range	50 Hz – 15 KHz
2.	Battery Life of bodypack	Min 10 hours or More
3.	Carrier frequency range	518 to 832 MHz, 1780 – 1810 MHz
4.	Setup	Infrared interface to transmit setting from receiver to transmitter. 3 stage gain switch.
5.	Microphone capsule	Omni directional clip on
6.	Audio Dynamic Range	106 dB
7.	Transmitting power	50mW
8.	Display	LC Display
9.	Receiver	Up to 72 channels. 120 meter range
10.	Audio Output	1xXLR, 1xTS ¼"
11.	Mounting	Rack Mountable
12.	Accessories	2xUHF Antenna, should compatible with external antennas, Power supply.
13.	OEM Authorisation	Required

5. Power Amplifier with Connecting Cables and Accessories –

Sl. No.	Technical Parameter	Range Specification
1.	Power Output	4x600W. Each channel should be configurable for low impedance (4-16 Ohm) or high impedance 70/100V application without bridging, use of jumper.
2.	Frequency Response	20Hz to 20 KHz on any impedance.
3.	THD	<0.35%
4.	Signal to noise ratio	>104 db
5.	Input Channels	2 unbalanced, 2 balanced
6.	Connectors	Stereo RCA, 3 Pin Euroblock
7.	Integrated DSP – A/D and D/A Converters	32bit / 96 KHZ or better.
8.	Processing Functions	Standard Mixer, 8 Band PEQ, Front panel interface, Direct Link to send and received signal from DSP.
9.	Mains Voltage	100-240 V AC
10.	Protection	High temperature, output short, extra high frequency, excessively low or high AC line voltage
11.	OEM Authorisation	Required

6. Ceiling Mounted Speakers with Connecting Cables and Accessories –

S.N.	Technical Parameter	Specification
1.	Loudspeaker	6" High output Driver and 3/4" tweeter. With 91db sensitivity
2.	Frequency Range	80 Hz – 20 KHz
3.	Continuous Power handling	50 Watt @ 8ohm nominal setting 30W/15W @ 70/100V
4.	Transformer Tap	70V / 100V
5.	Other features	110 degree conical coverage pattern.
6.	OEM Authorisation	Required

7. Audio Digital Signal Processor with Connecting Cables and Accessories -

S.N.	Technical Parameter	Specification
1.	Configuration	Minimum 12 Analog inputs with AEC processing and auto gain control and noise cancellation, VoIP/RJ11 input, 8 Analog Outputs.
3.	Mains Voltage	220-240 V AC
4.	Phantom Power	Should available for all inputs.
5.	Frequency Response	20Hz to 20 KHZ
6.	OEM Authorisation	Required

8. Equipment Rack – Suitable Equipment Rack to house all Audio Equipment.

Note –

Point to point Technical compliance statement should be attached with the Technical Bid at Annexure 7. All the cables/connectors/accessories to be used in the installation should be of high quality.

(Technical Specifications of the products offered)**{Must be Duly Attested by the OEM(s)}**

1. **Flush Mounted Chairman Microphone unit with Connecting Cables and Accessories – to be installed at existing cutting on the table with necessary amendment.**

Sr. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Frequency Response	
2.	Audio Quality	
3.	Power supply	
4.	Microphone length	
5.	Microphone	
6.	Buttons	
7.	Connection	
8.	Headphone Port	
9.	OEM Authorisation	

2. **Flush Mounted Delegate Microphone unit with Connecting Cables and Accessories – to be installed at existing cutting on the table with necessary amendment.**

Sr. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Frequency Response	
2.	Audio Quality	
3.	Power supply	
4.	Microphone length	
5.	Microphone	
6.	Buttons	
7.	Connection	
8.	Headphone Port	
9.	OEM Authorisation	

3. **Controller for Flush Mounted Delegate/Chairman Microphone unit with Connecting Cables and Accessories -**

Sr. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Frequency Response	
2.	Audio Quality	
3.	Power supply	

4.	Connections	
5.	Recording	
6.	Camera Control	
7.	Input & Outputs	
8.	Special feature	
9.	OEM Authorisation	

4. Wireless Lapel Microphone -

Sr. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Audio Frequency Range	
2.	Battery Life of bodypack	
3.	Carrier frequency range	
4.	Setup	
5.	Microphone capsule	
6.	Audio Dynamic Range	
7.	Transmitting power	
8.	Display	
9.	Receiver	
10.	Audio Output	
11.	Mounting	
12.	Accessories	
13.	OEM Authorisation	

5. Power Amplifier with Connecting Cables and Accessories –

Sr. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Power Output	
2.	Frequency Response	
3.	THD	
4.	Signal to noise ratio	
5.	Input Channels	
6.	Connectors	
7.	Integrated DSP – A/D and D/A Converters	
8.	Processing Functions	
9.	Mains Voltage	
10.	Protection	
11.	OEM Authorisation	

6. Ceiling Mounted Speakers with Connecting Cables and Accessories -

Sl. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Loudspeaker	

2	Frequency Range	
3	Continuous Power handling	
4	Transformer Tap	
5	Other features	
6	OEM Authorisation	

7. Audio Digital Signal Processor with Connecting Cables and Accessories -

Sl. No.	Technical Parameter	Specification of the Product Quoted
Make and Model of the Product --		
1.	Configuration	
3.	Mains Voltage	
4.	Phantom Power	
5.	Frequency Response	
6.	OEM Authorisation	

8. Make of the Equipment Rack –

(Kindly attach here the Brochures of the Products Proposed)

Signature & Stamp of the bidder

Dated:- / /2022

Annexure-7B

[Kindly attach OEM Vetted Technical Specifications of all the products proposed at Annexure 7A]

**Upgradation (Supply, Installation, Testing & Commissioning) of Audio
Conference/ PA System in Committee Room No.122, NITI Bhawan
(Financial Bid Format)**

Annexure-8

Committee Room No.122- (Item-wise rate for the products required)- T

Sl. No	Item Description	Present Requirement (In Nos.)	Unit Price of the Item/ Equipment (Excluding GST) Rs.	Total Price of the Item(s)/ Equipment (Excluding GST) Rs.	Rate of GST (%)	Unit Price of the Item/ Equipm ent (Includi ng GST) Rs.	Total Price of the item(s)/ equipment (Including GST) Rs.
(A)	(B)	(C)	(D)	(E)=C*D	(F)	(G)	(H)= C*G
1.	Digital Fully Flush Mounted Chairman Unit with Connecting Cable and connectors	01					
2.	Digital Fully Flush Mounted Delegate Unit with Connecting Cable and connectors	51					
3.	Digital Central Control Unit with Connecting Cable and connectors	02					
4.	Wireless Lapel Microphone	02					
5.	Power Amplifier with Connecting Cable and connectors	01					
6.	Ceiling Speakers with Connecting Cable and connectors	12					
7.	Digital Audio Signal Processor	01					
8.	Equipment Rack	01					
9.	Total Price for the items/ equipment listed at Sl. No. 1 to 8 (T)						Rs.

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2022

Note:

- a. The total value of the financial proposal (T) will be as quoted at SI.No.9 above.
- b. Taxes will be payable at the applicable rates from time to time.
- c. The prices should be inclusive of all necessary cables, connectors, cords and essential accessories. No additional payment shall be made in this regard.

Signature of the applicant bidder along with
Rubber Stamp

Dated:- / /2022

SPECIMEN OF CONTRACT FORM
CONTRACT No.05/22/2021-CMU

1. This Contract made on the ____ day of _____ 202_, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through Adviser (Communicatons), NITI Aayog, Sansad Marg, New Delhi-110001 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s _____ a Company incorporated under the Companies Act, 1956 and having its office at _____ (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

2. The Purchaser is desirous to procure the Audio Conference/ PA System for NITI Aayog on as is where is basis and had sought a commercial offer for the supply of the System by an OEM or its Distributors/ Dealers.
3. With respect to the enquiry issued by the Purchaser vide Tender Id No. _____ dated _____, the Supplier had submitted its Price Bid dated _____.
4. The Purchaser has accepted the Supplier’s Price offer read with the clarifications/confirmations (if any) submitted by the Supplier for the supply of the product and associated services at a total cost of Indian Rs. _____/- (Indian Rupees _____ only).
5. **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:
- a. **DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
 - b. **CONTRACT DOCUMENTS:** The following documents, (each “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract, namely: -
 - i. Tender Id No. _____ dated _____
 - ii. Supplier’s price offer dated _____
 - iii. Supplier’s written clarification and confirmation letter dated _____ (if any)
 - iv. Purchaser’s Letter of Intent No _____ / _____ / _____
 - c. **Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.

6. **SCOPE OF WORK:** The Scope of Work shall include supply, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, installation, testing, commissioning at Purchaser's Delivery Site (NITI Bhawan, Sansad Marg, New Delhi-110001), any other services associated with the delivery of product, providing Guarantee/ Warranty for the entire Audio Conference/ PA System including all its accessories.

7. CONTRACT PRICE

a. The prices for supply of the products including all its accessories and other associated services is detailed specifically in the Supplier's Financial Bid Document read with Supplier's written clarification and confirmation letter, if any, dated _____. The contract price is Indian Rs. _____/- (Indian Rupees _____ only). This price excludes existing Taxes, as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear and pay at actual.

8. CONTRACT PERFORMANCE SECURITY

9. PAYMENT SCHEDULE

10. DELIVERY

11. INSPECTION AND TESTS

12. WARRANTY

13. DELAY IN THE SUPPLIER'S PERFORMANCE

14. LIQUIDATED DAMAGES

15. FORCE MAJEURE

16. WAIVER

17. ASSIGNABILITY

18. SEVERABILITY

19. GOVERNING LAW

20. TERMINATION FOR DEFAULT

21. TERMINATION FOR INSOLVENCY

22. TERMINATION FOR CONVENIENCE

23. RESOLUTION OF DISPUTES

(The clauses 8 to 23 above shall be according to the Terms & Conditions of Contract in the Tender Document)

24. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
------------	------------

<p>Name: _____ _____</p> <p>Title: _____ _____</p> <p>Date: _____ For and on behalf of The President of India</p> <p>Witness Signature: _____ Name: _____ Address: _____ Date: _____</p>	<p>Name: _____ _____</p> <p>Title: _____ _____</p> <p>Date: _____ For _____ and _____ on _____ behalf of _____</p> <p>Witness Signature: _____ Name: _____ Address: _____ Date: _____</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FORMAT OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE SECURITY DEPOSIT
(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____ Date _____

Ref _____

To

Adviser (Communications)

NITI Aayog

Sansad Marg,

New Delhi-110001

Dear Sir,

In consideration of the NITI Aayog, Sansad Marg, New Delhi-110001 (hereinafter referred to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No.05/22/2021-CMU dated 20/07/2022 entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____

_____ (Name & Address of the bank) having its

Head office at _____ (hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs. _____ * _____ as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing, whatsoever, which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Purchaser any amount so demanded by it, notwithstanding:-

- a) any dispute or difference between the Purchaser and the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b) the invalidity, irregularity or un-enforceability of the contract; or

c) in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Purchaser to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, 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.

We _____ hereby agree and undertake that any claim which the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Purchaser exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Purchaser hereunder any sum outstanding to the credit of the Purchaser with it.

Notwithstanding anything contained herein above, our liability under this guarantee is limited to total amount of Rs. _____* _____ and it shall remain in force upto and including _____** _____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2022

at _____

WITNESS:-

(Signature)_____

(Signature)

(Name)_____

NAME_____

(Banker's Rubber Stamp)_____

(Official address)_____

Attorney as per Power of

Attorney_____

* This sum shall be three percent (03%) of the total Contract Price, inclusive of GST at the applicable rates.

** The date will be **Thirty-Eight months (36 Months + 60 days)** from the date of issue of this bank guarantee by the bank. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.