



Indian Council for Cultural Relations
Azad Bhavan, I.P. Estate,
New Delhi-110002

Notice Inviting Tender
(Through e-tendering mode only)

Indian Council for Cultural Relations invites online sealed tender from eligible bidders for the Name of work given below.

1	Tender No. & Date	ICCR/EPROC/2020-21/Adobe-01
2	Name of the work	Graphics Design Software "Adobe S/w Products or its Equivalent along with Recommended Hardware Workstations"
3	Date & Time of tender publication & download	6.8.2020
4	Last Date and Time of E-submission of tender	Date 17.8.2020 Up to Time 15:00 hrs.
5	Date and Time of E-opening of Technical Bid	Date 17.8.2020 at Time 15:30 hrs.
6	Date and Time of E-opening of Financial Bid	Date will be intimated later
7	Estimated cost put to Tender (Approx.)	Rs.
8	Cost of BID Document	Rs 500/- (Non-refundable).
9	Earnest Money Deposit(EMD)	Rs 25000/- (Mode of Payment.....) (For EMD Exemption Refer Section II Clause 4.0 of RFP)
10	E-Tender Processing fee	As applicable

Details can be viewed on ICCR e-Tender website: www.tenderwizard.com/ICCREPROC or our website www.iccr.gov.in or on CPP Portal <https://eprocure.gov.in/epublish/app>.

REQUIREMENTS FOR VENDORS

- P.C. connected with internet.
- Registration with Service provider portal www.tenderwizard.com/ICCREPROC
- The vendor should possess a Class III Digital Signature certificate (Mandatory).
- (Bids will not be recorded without Digital Signature Certificate.)
- In case of any clarification please contact ITI Ltd., before the schedule time of the e-

Procurement.

Contact Helpdesk:-

HELPDESK NO.

9073677150/151,152, E-mail: bose.kushal2012@gmail.com

MR. PRAVES MANI :-

9044314492, helpline18tenderwizard@gmail.com

MR. PUSHPRAJ:-

7503347659, helpline14tenderwizard@gmail.com

- a) For registration, Submission procedure and method of correspondence etc. Please visit our website: www.tenderwizard.com/ICCREPROC and click on the link Vendor Help.
- b) To obtain the Class III digital signature certificate or further details please visit our website: www.tenderwizard.com/ICCREPROC
- c) Registration/Enrolment of Bidder on e-procurement Portal of ICCREPROC:

In order to submit the Bid, the bidders have to get themselves registered online on the e-Procurement portal of ICCR with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA.. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

The bidders will have to accept unconditionally the online user portal agreement which contains the acceptance of all the Terms and Conditions of NIT including Commercial and General Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/accepted.

The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to be punitive action.

- d) Help for participating in e-tender:

The detailed method for participating in the e-procurement is available in the website www.tenderwizard.com/ICCREPROC . The bidders have to Log on to ITI's web site and then click on the specified links to start participating in the e-tendering process.

Bidders are also free to communicate with the contact person of the TenderWizard service provider to get all clarifications regarding the mode of the e-procurement process.

NB: (i.) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderer's are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the downloading parties.

(ii.) No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the document of ICCR.

- e) The offer should be submitted (uploaded) as per the terms and conditions and procedures laid down in the website of M/s ITI Ltd www.tenderwizard.com/ICCREPROC tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

- f) The bidder must upload all the documents required as per the terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

Tender Enquiry No. ICCR/EPROC/2020-21/ Graphics Design Software
"Adobe S/w Products or its Equivalent along with Recommended
Hardware Workstations"

INDIAN COUNCIL FOR CULTURAL RELATIONS AZAD BHAVAN, IP ESTATE,

NEW DELHI-110002

Dated:8.07.2020

**NOTICE INVITING TENDER FOR Adobe Products and Recommended Hardware
Workstations**

- 1.0 Indian Council for Cultural Relations, under the administrative and financial control of Ministry of External Affairs, invites tenders from reputed, well established and financially sound Agency registered as a Company in India for the Council, as per details given in the tender document.
- 2.0 The offers, in the prescribed format, shall be submitted on the e-tender Portal www.tenderwizard.com/ICCREPROC
- 3.0 Tender will be **NOT be** accepted in hard copy.
- 4.0 The intending bidders must be registered with www.tenderwizard.com/ICCREPROC of ITI Ltd.
- 5.0 The tender information is also available on Council's website: www.iccr.gov.in and on CPP Portal <https://eprocure.gov.in/eprocure/app>.

(Vinay Vohra)
Sr. Programme Director (Admn.)
Tel. No : 011-23379309, (Extn.3300)
e-mail : spdadmniccr@gov.in

Section-I
GENERAL INSTRUCTION TO BIDDERS

1. The Indian Council for Cultural Relations, Azad Bhavan, Indraprastha Estate, New Delhi-110002 requires the services of a reputed, well established and financially sound Agency registered as a Company in India for providing Adobe Products and Recommended Hardware Workstations.
2. The Council has planned to install and implement Graphics Design Software and its recommended/related hardware. ICCR plans to engage an Agency to offer the solution on supply/subscription of software.
3. In pursuance of the above, the ICCR has decided to carry out the process for selection of an Agency in accordance with the Scope of Work and Deliverables mentioned in this Tender document.

4. Goals and Objectives:

The broad objectives that the ICCR aims to achieve through the proposed project are:

4.1(A). Graphics Design Software “Adobe S/w Products or its Equivalent”

It is envisaged to create a Graphics Design Solution setup at ICCR for managing designing of print material, Brouchers, cover and landing pages, recording and editing of Audio/Video films/shoots, etc for publishing on digital/social platforms, etc. It is planned that Adobe Suite of Software products may serve the purpose and accordingly are being purchased through this RFP.

4.2(B). Recommended Hardware Workstations

It is also planned to procure Adobe recommended hardware workstations to run its suite of products on the Workstations. The hardware proposed shall be able to run simultaneously the Adobe Software’s that are being purchased in this RFP so as to work in multiple scenarios, i.e. from creation to editing to production.

5. Invitation to Applicants

- (i). the invitation is for Selection of an Agency/Vendor to supply Adobe Software Suite of Products and its recommended work-stations to ICCR.
- (ii). The Graphics Design Software “Adobe S/w Products or its Equivalent” and Recommended Hardware Workstations offered by the bidder, the bidder shall have authorization from respective the OEMs for Software and Hardware including Warranty/Support Services for the contract period.

5.1 Due diligence by Applicants

Applicants are required to make themselves fully understand, the requirement as per the Scope of Work of ICCR and shall raise any query before submission of their offer.

5.2 Sale of Tender Document

Tender document will be made available to the applicants through e-tendering on the ICCR E-Tendering Portal <http://www.tenderwizard.com/ICCREPROC> prior to the Proposed due date.

The applicants are required to pay a fee of Rs. 500 /- (Rupees Five hundred only) through e-Payment (through e-tendering portal Gateway) in favour of "**Director General, Indian Council for Cultural Relations**" and payable at **New Delhi**.

A signed declaration stating that no alteration has been made in any form in the downloaded document shall be enclosed with the Proposal.

5.3 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the "Proposal due date" (the "**PDD**")/last date of submission of the proposal.

5.4 Brief description of the Selection Process:

The bids are planned for two part bidding that will be on technical and financial evaluation process/basis. Only technical acceptable bids will be considered for opening of financial bids. The bids will be evaluated and considered for award on L1 basis.

5.5 Communications

All communications including the submission of proposal should be addressed to:

Mr Vinay Vohra SPD(Admn),
Indian Council for Cultural Relations (ICCR),
Azad Bhawan, I.P. Estate
New Delhi - 110 002, Tel: 23379309
Email: spdadmniccr@gov.in

The bids will be opened Online at the Conference hall, Indian Council for Cultural Relations (ICCR), Azad Bhawan, New Delhi.

The official website of the ICCR is: www.iccr.gov.in

5.6 Conflict of Interest and confidentiality:

5.7 The Agency/Bidder shall not have a Conflict of Interest and any breach thereof shall constitute a breach of the Agreement.

5.8 Right to Accept or Reject any Proposal: ICCR reserves the right to annul the Tendering process, or to accept or reject any or all the proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant (s) of the grounds for such decision.

6. Other Instructions:

- i. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the needs required by the council.

- ii. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the ICCR on the basis of this RFP.
- iii. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the ICCR. Any notification of preferred Bidder status by the ICCR shall not give rise to any enforceable rights by the Bidder. ICCR may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the ICCR.
- iv. The bidder should undertake that no unauthorized copy of assigned work would be made in any manner whatsoever. Bidder would be fully accountable for any leakage/piracy of the data from the premises and in transit.
- v. The interested persons/bidders can visit or free to discuss to understand the ICCR requirements and purpose during any working day of the ICCR 10.00 to 17.00 hours.
- vi. Documentary evidence by way of completion certificate should be produced in support of experience and performance.
- vii. Parties: The parties to the Contract are the contractor (the bidder to whom the work will be awarded) and ICCR, New Delhi – 110002
- viii. Addresses: For all purposes of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be final unless the contractor notifies a change of address by a separate letter sent to the ICCR. The contractor shall be solely responsible for the consequences of any omission or error to notify the change in address in the aforesaid manner.
- ix. The tender is not transferable.
- x. Sub-letting of Work: The contractor shall not assign, transfer or sublet or attempt to assign, transfer or sublet, whether wholly or in part, any portion of the work to any other entity.
- xi. No advance shall be provided to the bidder for executing the work.
- xii. If any occurrence of breach of this confidentiality comes to the notice of any of the Government, appropriate action under the Government of India Rules will be initiated against the contractor.
- xiii. Manpower sent by the bidder for installation and support services shall comply to provide after police verification and the Police verification certificate shall be provided to council for deployed manpower.
- xiv. Delay in completion of work will attract penalty to the Vendor.

7. Tender/Bidding Process

- i. The important dates relating to "Tender for Selection of Agency for providing services is as published in the NIT.
- ii. The bids are invited under two-stage system i.e. Technical Bid and Financial Bid.
- iii. Conditional bids shall not be considered and will be summarily rejected.
- iv. The Technical Bid submitted by bidders shall be downloaded from the e-procurement portal in the presence of the representatives of the Company, if any, who wish to be present on the spot at that time.
- v. The Technical Bids shall be evaluated by a Technical Bid Evaluation Committee.

- vi. Financial bids of only those bidders who are declared qualified technically shall be evaluated.
- vii. Financial Bids of only those bidders will be opened
on the scheduled date and time at, Indian Council for Cultural Relations, Azad Bhawan, Indraprastha Estate, New Delhi-110002 in presence of short-listed contractors or their authorized representatives, if any.
- viii. Bidders whose financial bid is the lowest (L1) will be selected and awarded the contract. If there is any change in date, time or venue, the bidders will be notified in advance.
- ix. The competent authority in the Indian Council for Cultural Relations, New Delhi reserves the right to annul any or all bids without assigning any reason.
- x. The bidder shall submit the technical & financial bids ONLINE as per the format provided in the tender document on the www.tenderwizard.com/ICCREPROC portal.

8. Eligibility Criteria

- i. The bidder Company should fulfil the following technical specifications.
- ii. The Registered Office or one of the Branch Offices of the bidder Company should be located in the National Capital Territory of Delhi.
- iii. The Bidder Company should be registered/ incorporated as a company under Indian Companies Act. It is preferred to have branch offices/headquarters in NCR Delhi.
- iv. The bidder Company should have its own Bank Account.
- v. The bidder Company should be registered with Income Tax Goods & Service Tax departments (GST).
- vi. The bidder Company should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc.
- vii. The PAN must be registered in the name of the bidder's Company.
- viii. The bidder Company should have an average annual financial turnover of at least Rs. 1crore per annum during the last three financial years ending March of the last financial year.
- ix. The bidder should have at least three years experience in dealing with Graphics Design Software "Adobe S/w Products or its Equivalent" and Hardware PCs/Servers/Workstations and must have successfully implemented the Graphics Design Software "Adobe S/w Products or its Equivalent" Products in Govt. Organisation/PSUs.
- x. The Bidder Company shall submit affidavit stating that the Company is not /has not been blacklisted by any Council/Department of Government of India, Private Sector Companies/PSUs/Banks etc.
- xi. The bidder's Company is required to furnish details/following documents, duly attested by the Authorized Person of the Company, along with the Technical Bid, failing which their bids shall be summary rejected and will not be considered any further.

Certificate of incorporation (Attach attested copy)

PAN/GIR No. Attach attested copy

Service Tax/GST Registration No. Attach attested copies
E.P.F. Registration No. (Attach attested copy)
E.S.I. Registration No. Attach attested copy
Documents showing successful completion of Graphics Design Software "Adobe S/w Products or its Equivalent" Products and PCs/Workstation Hardware Workstations
Balance Sheet for the last 3years.
Give details of the major similar contracts related Graphics Design Software "Adobe S/w Products or its Equivalent" handled by the tendering Company on behalf of PSUs and Government Departments during the last three years. (Attach attested copies).
Notarised affidavit under signatures of the owner stating that the Company is / has not been blacklisted by Central/ State Government / PSU.

Note: Non-compliance with any of the above conditions by the Bidder Company will tantamount to non-eligibility for the services for which tender has been floated and its tender will be rejected summarily.

Section- II

Terms and Conditions

1.0 General

The contract is likely to commence on the date issuing of Purchase Order and its acceptance from the successful bidder within ten days, and shall continue for a period of two years subscription period and for hardware workstations for 5 Years, unless it is curtailed or terminated by this Council owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work.

The contract shall automatically expire after the contract period from commencement of the contract unless extended further by the mutual written consent of the Bidder and this Council.

The contract may be extended, on the same terms and conditions with mutual consent for a further period not exceeding maximum of six months.

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to another Company

The bidder will be bound by the details furnished by it to this Council, while submitting the tender or at subsequent stage. In case, any document furnished by the bidder is found to be false at any stage, it would be deemed a breach of terms of contract making it liable for legal action besides termination of contract.

The bidders support shall be required to work normally as per the Council's working days, i.e. from Monday to Friday from 0930 to 1800 hours and shall ensure that the support staff/person carry identity cards.

This Council shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by the bidder Company in the course of their performing the functions/ duties, or for payment towards any compensation.

The Council will not issue Forms C and/ or D

2.0 FRAUD AND CORRUPT PRACTICES

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Council may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- ii. Without prejudice to the rights of the Council under Clause i. hereinabove, if an Applicant is found by the Council to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ (Request for Quotation) issued by the Council during a period of 2 (two) years from the date such Applicant is found by the Council to have directly or indirectly or through an agent, engaged or indulged in any corrupt



practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

- iii. For the purposes of this Clause-i, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.
 - c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
 - e) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

3.0 **LEGAL**

- i. The Bidder shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Council.
- ii. The Bidder shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Indian Council for Cultural Relations concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- iii. The Bidder shall maintain all statutory registers under the applicable laws. The Company shall produce the same, on demand, to the concerned authority of this Council or any other authority under law.
- iv. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Company by this Council.
- v. In case, the tendering Company fails to comply with any statutory! taxation liability under appropriate law and as a result thereof the Council is put to any loss, obligation, monetary or otherwise, the Council will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Company, to the extent of the loss or obligation in monetary terms.

4.0 **FINANCIAL**

- i. **Earnest Money Deposit (EMD):** The interested Companies are required to submit Tender Document along with Earnest Money Deposit (EMD) of Rs. 25000

- (Rupees Twenty Five thousand only) in favour of Director General, Indian Council for Cultural Relations, New Delhi before 1700 hours before the closing date of bid submission.
- ii. Those companies which are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or the Council of Micro Small & Medium Scale Enterprises (MSME) shall be exempt from the requirements of Earnest Money Deposit. The bidding companies in this case are required to provide certified copy of their registration with any of these organizations to claim exemption of EMD.
 - iii. Before the end date of the submission of the Technical Bid, refundable Earnest Money Deposit (EMD) of Rs. 25000 (Rupees Twenty Five thousand only) ONLINE/in the form of Demand Draft/ Pay Order drawn in favour of DIRECTOR GENERAL, INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI will have to be deposited, failing which the tender shall be rejected summarily.
 - iv. The EMD in respect of the Company which does not qualify the Technical Bid (First Stage) or Financial Bid (Second competitive stage) shall be returned within 15 days of declaration of successful bidder. The EMD's shall not carry interest.
 - v. The bidder shall quote for Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations as per the Scope of Work in Section III of the RFP.
 - vi. The successful bidder will have to deposit a Performance Security i.e. 10% of the contract value at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of DIRECTOR GENERAL, INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI or Fixed Deposit Receipt (FOR) from a Commercial Bank made in the name of Director General, Indian Council for Cultural Relations, New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier.
 - vii. In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Company will be liable to be forfeited by this Council besides annulment of the contract.
 - viii. The Company shall raise the bill, in triplicate, along with attendance sheet of the functionaries in the first week of the succeeding month to Sr. Programme Director (Admn.), ICCR, New Delhi for passing and payment. As far as possible, the payment will be released by the second week of the succeeding month.
 - ix. Settlement of disputes will be as per ICADR Arbitration Rules, 1996 through a sole arbitrator to be appointed by ICADR. The venue of arbitration proceedings shall be INDIAN COUNCIL FOR CULTURAL RELATIONS, AZAD BHAVAN, INDRAPRASTHA ESTATE, NEW DELHI- 110002.
 - x. The Indian Council for Cultural Relations reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties. *The Tender document may be amended as per the suggestions/queries made by the prospective bidders once pre-bid meeting has taken place.*

5.0 Submission of Proposals

5.1 Online Submission

Bidders should submit their responses as per the procedure specified in the tender wizard portal (www.tenderwizard.com/ICCREPROC) being used for this purpose and shall submit their bid with ;

- Tender fee,
- EMD
- Pre-qualification response
- Technical Proposal
- Financial proposal
- Additional certifications/documents e.g. Power of Attorney, CA certificates on turnover, etc.

All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

5.2 Language

The tender should be filled by the Bidder in English only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the tender, the English translation shall govern.

5.3 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
 - iii. Include all supporting documentations specified in this RFP

6.0 Code of integrity

No official of a procuring entity or a bidder shall act in contravention of the codes which includes;

- a) prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. making false declaration or providing false information for participation in a tender process or to secure a contract;

b) Disclosure of conflict of interest:

The bidder shall disclose to ICCR in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder's team) in the course of performing the Service(s) as soon as possible after it becomes aware of that conflict.

c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

7.0 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the (www.tenderwizard.com/ICCREPROC) e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

8.0 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ICCR may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the ICCR shall invoke the PBG of the most responsive Bidder.

9.0 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

ICCR reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for ICCR action.

ICCR may terminate the RFP process at any time and without assigning any reason. ICCR makes no commitments, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by ICCR. The Bidder's participation in this process may result ICCR selecting the Bidder to engage towards execution of the contract.

10.0 Dispute Resolution Mechanism

The Bidder and the ICCR shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

- b. The matter will be referred for negotiation between <Officer In-charge> of ICCR and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c. In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- d. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- e. The arbitrators shall hold their sittings at <Location>. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at <Location> alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

11.0 CONFIDENTIALITY

- a) The bidder shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto Graphics Design Software "Adobe S/w Products or its Equivalent along with Recommended Hardware Workstations". Information which the agency got to know or come across during execution of the work shall not be shared with any outside agency/ person/ entity at any point of time.
- b) The ICCR shall retain all rights to prevent, stop and if required take the necessary punitive action against the bidder for any forbidden disclosure.

12.0 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

13. Criteria for Evaluation

13.1 Tender Evaluation

- a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive.

If Proposals;

- Are not submitted in as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Are found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested in the checklist
- Have non-compliance of any of the clauses stipulated in the RFP
- With lesser validity period

b. All responsive Bids will be considered for further processing as below.

13.2 Evaluation process

- a. ICCR will constitute a Purchase Committee to evaluate the responses of the Bidders
- b. The Purchase Committee constituted by the ICCR shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Purchase Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

13.3 EVALUATION CRITERIA

- i. The evaluation committee will be constituted by the Council to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference.
- ii. Financial Proposals will remain unopened for those Agencies who fail to technically qualify.
- iii. The bidder with the lowest financial bid (total) will be awarded the contract, subject to fulfilment of all other terms and conditions.
- iv. ICCR will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.
- v. The Bidder shall be OEM or Authorized Distributors/ Partners/ Dealers of Graphics Design Software "Adobe S/w Products or its Equivalent" having authorization to supply the product. A copy of Authorization letter issued by OEM to Authorized Distributors/ Partners/ Dealers for participating in tender for the sale of Graphics Design Software "Adobe S/w Products or its Equivalent" software licenses for educational purpose and providing support on behalf of OEM shall be enclosed with the Technical bid.

14 Financial Terms

14.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by ICCR to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

ICCR will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

14.2 Commercial Bid Evaluation

- a) The Financial Bids of the technically qualified Bidders will be opened on a prescribed date in the presence of Bidder representatives
- b) The Bidder with lowest qualifying financial bid (L1) will be awarded the contract the work for the volume of data entry specified in the RFP
- c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

14.3 Payment Terms and Procedure

14.4 Payments

i. Software Related Payments:

- a. All payments shall be made in Indian Rupees. For any On-line subscription fees the bidder shall arrange for its payments for purchase of software/licenses for ICCR and shall submit Invoice for the cost incurred in providing software/subscription of the Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations offered for ICCR.
- b. There will be no advance payment made by ICCR.
- c. The bidder has to submit details in the format at Annexure-7 of this RFP for release of payments.
- d. 75% payment will be made within 20 days of delivery against successful installation and on submission of Software Registration/Subscription in the name of ICCR by the OEM for the period ICCR has asked in the price-bid.
- e. Balance 25% will be released after 30 days from the date of successful installation subject to satisfactory performance of all the software.

ii. Payments towards Hardware

The Payments towards hardware work station shall include cost of Hardware and comprehensive Warranty for the period of 5 years. The payments for hardware shall be made at the start of every year calculated on pro-rata basis i.e. 1/5th of the total quoted cost covering 5 years period.

iii. Payment Authority

- a. The payments shall be paid by this office of ICCR. However, Payment of the Bills would be payable, on receipt of advice/confirmation for satisfactory completion report from the concerned ICCR officer for the solution offered and implemented.
- b. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained at any stage.

15.0 Notification of Award/ Award Criteria

ICCR will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

Prior to the expiration of the validity period, ICCR will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ICCR, may like to request the Bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Bank Guarantee, ICCR will notify each unsuccessful Bidder and return their

16.0 Signing of Contract

Post submission of Performance Guarantee by the successful Bidder, ICCR shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the Bidder between ICCR and the successful Bidder. The Legal Agreement would contain all the terms and conditions mentioned in this RFP document and is provided as a separately as a template. ICCR shall have the right to annul the award in case there is a delay of more than 30 days in signing of contract, for reasons attributable to the successful Bidder.

In this case, the contract would be awarded to the next responsive Bidder.

17.0 Terms and Conditions Applicable Post Award of Contract

17.1 Termination Clause

The INDIAN COUNCIL FOR CULTURAL RELATIONS, NEW DELHI reserves right to terminate the contract during initial period also after giving one months' notice to the contracting Company.

17.2 Right to Terminate the Process

ICCR reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by ICCR under the following circumstances:-

- a) The selected Bidder commits a breach of any of the terms and conditions of the bid.
- b) The Bidder goes into liquidation, voluntarily or otherwise.
- c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d) If the selected Bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. ICCR reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e) If deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- f) In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, ICCR reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.

- g) After award of the contract, if the selected Bidder does not perform satisfactorily or delays execution of the contract, ICCR reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected Bidder is bound to make good the additional expenditure, which ICCR may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- h) ICCR reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the bank guarantee under this contract.
- i) The contractor shall not assign or sublet the contract or any part of it without written permission from ICCR. In case of noncompliance of this Para, the contract may be cancelled and the damages, if any, may be recovered from the contractor.
- j) The contractor acknowledges that he has fully acquainted himself with all conditions and circumstances under which he has to complete the data entry job off ICCR with all the terms, clauses, conditions, specifications and other details in this contract.

17.3 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], ICCR shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- b. Nothing herein shall restrict the right of ICCR to invoke the ICCR Guarantee and other guarantees and pursue such other rights and/or remedies that may be available ICCR under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

18.0 Liquidated Damages

- a. Notwithstanding ICCR's right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b. ICCR reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by ICCR to the Bidder. Liquidated damages will be calculated on per week basis.

19.0. Acceptance Tests

The selected Bidder in presence of the ICCR authorized officials will conduct acceptance test at the site. The test will involve quality check of the data entry. No additional charges shall be payable by the ICCR for making corrections for the errors.

20.0 Penalty

- a) In case bidder withdraws or changes his quotation, EMD will be forfeited. Refusal or inability or delay by the successful bidder to supply all deliverable as per scope of work at the contracted rate or any false statement in the bid may result in termination of the contract and forfeiting of EMD/Performance Guarantee as well as disqualification of the bidder from participating in future tenders.

- b) For any kind of delay in adhering to the time schedule or substandard work, Bidder shall be liable for 10% of the amount of bill which would be recoverable from the payment of the bill.

Section-III

Scope of Work

1. SCOPE OF WORK

2. Product details: Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations

3. General/Common Requirement

3.1 Software:

- i. ICCR Plans to procure and install Graphics Design Software and OEM recommended hardware Work Station/System to run the offered/required software.
- ii. ICCR Plans to procure Graphics Design Software "Adobe S/w Products or its Equivalent" Product tools for Graphics Design, Audio and Video, Web Tools and Creative cloud for Image Tools, etc. as defined in the Scope of Work below.
- iii. The Software product/tools shall be Registered /Licensed in the name of ICCR and for its Use by ICCR only.
- iv. The License Keys for either products/shall not be shared with any person /institute/organization nor by the bidder himself in order to avoid piracy/ use of software's illegally/making the copy illegal. Any such sharing shall be liable to penalty, as per the legal provision in India.
- v. The Registration details along with its credentials, etc. shall be submitted to ICCR as documentary evidence.
- vi. The software shall be offered preferably as product supply or as Software Subscription for One Year Period from the date of Installation.
- vii. All software updates shall be supplied /configure with auto update for its new releases, patches, free of cost during the subscription period.
- viii. The offered products shall be installed on two hardware Work Stations being part of this RFP
- ix. The Graphics Design Software "Adobe S/w Products or its Equivalent" Products offered by the bidder, the bidder shall have authorization from the OEM.
- x. The Graphics Design Software "Adobe S/w Products or its Equivalent" Products offered/required in this RFP shall be licensed for supply and installation in India.
- xi. The Graphics Design Software "Adobe S/w Products or its Equivalent" Products Software's shall have Validity of license/subscription: 12 months from the date of activation.
- xii. The bidder shall Install all the Graphics Design Software "Adobe S/w Products or its Equivalent" products including requisite Operating System/Version Software/Hardware drivers and for their regular Update and their compatibility, on the supplied Workstations and demonstrate functioning of all software's successfully. In case of any third party drivers if required it shall be the responsibility of the bidder to arrange and install them accordingly to make the overall system as intended by ICCR in this RFP.
- xiii. ICCR has planned to procure Graphics Design Software "Adobe S/w Products or its Equivalent" Products delivered as Software-as-a-Service (SaaS) Subscription/Software Supply.

3.2 Hardware:

- i. The Hardware Workstations shall provide high performance and speed in running various modules of the software's proposed in this RFP.
- ii. The recommended hardware should be considered as minimum, however bidder is open to suggest for improved sizing considering execution of simultaneous software module at the same time and to allow User for smooth switching while using the software's.
- iii. The Hardware workstations offered by the bidder, the bidder shall have authorization from the OEM and OEM shall certify the product covers comprehensive warranty for 5 years period from the date of Supply/Installation at ICCR.

4. Security

- i. The cloud based Graphics Design Software "Adobe S/w Products or its Equivalent" Products shall be secured for access by ICCR and the Product Keys should not have been used/in-Use by any other person/organization/Institute.
- ii. The offered solution/software product should not have been banned by Government of India.
- iii. The offered Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Hardware offered shall be allowed for installation and supply in India/Asia Pacific Region.

5. Standards and Interface.

- 5.1 All the Graphics Design Software "Adobe S/w Products or its Equivalent" Products being purchase in this RFP shall be compatible to run on the recommended Hardware Workstations, Operating System Software offered in this RFP.
- 5.2 The bidder shall clearly specify for non-compatibilities for any of the product/s offered being procured in this RFP.

6. Testing and Acceptance /Reports

- 6.1 The bidder shall demonstrate each Graphics Design Software "Adobe S/w Products or its Equivalent" Product and Hardware being procured in this RFP with its complete installation and successful operation and its features functionality by creating sample files on the offered hardware workstations, and may generate a report for their acceptance by ICCR.
- 6.2 The bidder shall also indicate the device types and configuration for any of the Graphics Design Software "Adobe S/w Products or its Equivalent" product that may be incompatible to the offered recommended hardware workstation and requires lower version of hardware, Operating System etc.

In Such case ICCR reserves the right to procure or not, the license of that Graphics Design Software "Adobe S/w Products or its Equivalent" product.
- 6.3 The successful bidder shall provide details of all License Keys, Registration Account details and Password and update procedures in writing to ICCR.
- 6.4 The final acceptance of the tender rests with the ICCR Engineer I/C, who reserves the right to accept or reject any or all tenders without assigning any reason therefore.

- 6.5 Validity of License - The software license to be supplied shall remain valid for one year from the date of delivery. The document in its support shall clearly specify the software details along with version supplied, validity dates No. of Licenses Supplied/Subscribed for ICCR.

In case tenderer fails to supply within the accepted period or if the software supplied are found to be different than those specified in Annexure--7 of this tender, ICCR, reserves the right to cancel the award letter and may initiate action to debar the supplier for all future business dealing with ICCR for next three years.

7. Software Products Specifications

- i. ICCR is a Govt. of India autonomous body that is engaged in offering Scholarships to foreign Students and has on its panel engaged Teachers and Professors to part training and conduct various courses in Hindi, Sanskrit and Indian Studies abroad. ICCR is also providing Cultural Activities for bi-lateral relations by engaging Artists performing abroad through its Indian Cultural Centers and Indian Missions in foreign countries.
- ii. ICCR is also planning to introduce E-Learning Portal to provide Online-Courses on Indian Traditional Knowledge.
- iii. The Graphics Design Software "Adobe S/w Products or its Equivalent" Software Suite is to be used by ICCR for development and enhancing the quality of programmes used for above purposes.

- iv. **The OEM/bidder shall offer the product licenses considering the above points 7.i, ii, iii, that may refer to offer Graphics Design Software "Adobe S/w Products or its Equivalent" and may consider to offer Educational Versions, if deemed fit as the software's being purchased are not to be used for Commercial purpose. However this shall be got vetted by the OEM before offering.**

In case the software's are not considered for educational purpose, the bidder may quote as a Regular product.

- v. The bidder shall provide by way supply/subscription the Graphics Design Software "Adobe S/w Products or its Equivalent" **products Educational or Regular License version to ICCR for a period of One Year** that may be renewed before the date of expiry by ICCR through the successful bidder on yearly basis, as per the needs of ICCR.

ICCR reserves the right to renew its installed products before the end of the subscription period, by the same successful bidder or not.

- vi. The bidder shall also specify for each Graphics Design Software "Adobe S/w Products or its Equivalent" Product for number of Licenses required to install on the Hardware Workstations (2Nos). If single License key is possible for a product, bidder shall offer the same and ensure that the same is installed for simultaneous use on both the Workstations.
- vii. The Graphics Design Software "Adobe S/w Products or its Equivalent" Products Software Suite of products shall be provided installed with latest Version that shall be available with auto patch/updates for its new release/version.
- viii. The, bidder shall ensure that among the products required as per the table below if are clubbed in the higher/newer versions version of Graphics Design Software

“Adobe S/w Products or its Equivalent” product that can be excluded for quoting them separately, however this may be got certified by OEM or the bidder shall provide documentary evidence in support or by way of demonstration during installation.

- ix. From the listed Graphics Design Software “Adobe S/w Products or its Equivalent” Products, there are tools/products that are offered free of cost by Graphics Design Software “Adobe S/w Products or its Equivalent”. The bidder shall not charge or quote for the same, however successful bidder shall make provision to install and implement these products along with other Licensed software and these shall also be included as part of technical acceptance.
- x. In case any of the listed product has been marked end of life by Graphics Design Software “Adobe S/w Products or its Equivalent”, the bidder shall specify the product and shall offer it's alternate. In case the features of the end of life products are merged among the already requested Graphics Design Software “Adobe S/w Products or its Equivalent” product from the list bidder shall specify that also while submitting the technical bid.

S.No.	Purpose	Graphics Design Software “Adobe S/w Products or its Equivalent” Product	Qty /No. of License
1	Graphics Design Software “Adobe S/w Products or its Equivalent” Audio Visual Software Tools.		
	1.1 Graphics Design Tools	Adobe Products Photoshop, Illustrator, InDesign, Bridge, Extension Manager, InCopy, Adobe XI Pro-PDF Writer/Reader , etc. or their Equivalent Graphics Design Software	2 Nos
	1.2 Video and audio tools	Adobe Products Premiere Pro , Adobe Encore, Adobe After Effects, Adobe Audition, Adobe Prelude, Adobe Media Encoder or their Equivalent Graphics Design Software	2 Nos.
	1.3 Creative Cloud	Adobe Photoshop, Lightroom, Edge, Animate/Graphics, Edge Inspect with Code editor/preview, Edge Reflow, Edge Web Fonts, Scout Or their Equivalent Graphics Design Software	2 Nos.
	Web Tools	Adobe products Dreamweaver, Flash Professional, Flash Builder Premium Edition, XD or their Equivalent Graphics Design Software	2 Nos.
OR			
2	Bidder is open to Quote the above Products if available in the Adobe Creative Suite or equivalent Graphics Design Software Suite instead being offered as separate product/s. In case any Product is not a part of the Graphics Design Software “Adobe S/w Products or its Equivalent” bidder shall quote that particular software separately and shall give the details in Technical bid.		2Nos
3.	Bidder shall ensure that the Graphics Design Software “Adobe S/w Products or its Equivalent” Products that are available free of cost/subscription, the same are not charged.		

7.1 Specification of Hardware

The hardware specifications are drawn below as per the available information from Adobe S/w website. However, in case the bidder is offering equivalent graphics design software the bidder shall ensure with its OEM that if the requested hardware has any limitation in installation and running the Graphics Design Software Products being offered in this RFP, the bidder shall clearly specify the same and indicate the cost of the components/alternate for consideration by ICCR.

Sr. No.	Hardware Workstation & Printer	Qty
1	Workstation HP Make or Equivalent (**) and as per the Graphics Design Software "Adobe S/w Products or its Equivalent Software product" recommendation. 6CX02AV - HP IDS BU Z2 TWR HI PWR G4 WKS Single Unit (Tower) Z2 Packaging 32GB (1x32GB) DDR4 2666 UDIMM ECC Memory APJ, Windows 10 Pro 64 Workstations Plus INDIA (A Softcopy for Backup/Restore of MS-Windows shall be supplied with Hardware). Operating System Load to M.2 NVIDIA Quadro P1000 4GB (4)mDP GFX HP Wireless Keyboard and Mouse Business Slim Keyboard INDIA No Included Mouse HP Z2 TWR G4 Country Kit INDIA MISC CONFIG APJ OVERRIDE OPTION 9.5mm DVD-Writer 1st ODD 3/3/3 (material/labor/onsite) Warranty SING HP Z Central Remote Boost 2020 SW for Z workstation HP Z2 TWR G4 90 650W APJ Chassis Intel Xeon E -2236 3.4GHz 6C CPU No Adapters Needed 1TB M.2 2280 PCIe NVMe TLC Solid State Drive HP Z24nf 23.8" IPS, LED Backlight Display Warranty 5 Years	2 Nos.
2	Colour Laser Printer HP Make or Equivalent Print Speed: Color and Black: Up to 33 ppm Resolution Black (best): Up to 1200 x 1200 dpi; Black (normal): Up to 600 x 600 dpi; Color (best): Up to 1200 x 1200 Panel graphical color display, Memory 1 GB (1024 MB) Duplex Print Media Types Paper (plain, light, bond, recycled, mid-weight, heavy, mid-weight glossy, Heavy glossy, extra heavy, extra heavy glossy, cardstock, card glossy) Color transparency, labels, letterhead, envelope, preprinted, pre-punched, colored, Interfaces 1 Hi-Speed USB 2.0 Host port; 1 Hi-Speed USB 2.0 Device port; 1 Gigabit Ethernet 10/100/1000Base-TX network port; Languages PCL 6, PCL 5c postscript level 3 emulation, native PDF printing (v 1.4) Fonts 105 internal TrueType fonts scalable in PCL, SNMPv1/v2c/v3, HTTP, HTTPS, FTP, TFTP, Port 9100	1 No.

	Warranty (5 Years)	
**	The hardware/equivalent product should be certified by OEM of the Graphics Design Software or Bidder shall provide documentary support in reference to Graphics Design Software or its recommendation with configuration details. The hardware specifications required are minimum to be supplied by the bidder over and above the Graphics Design Software recommended sizing.	

8. Services, Support and Warranty:

- i. The Supplier shall provide services & support on demand towards the installation, registration, activation, maintenance for smooth functioning of the software and up-gradations if any, during one year license period with no extra charges and to the satisfaction of the nominated Officer in ICCR. The service shall be initiated within two working days of request and shall be fully resolved maximum within 7 days failing which ICCR may initiate action to debar Supplier for all future business dealing with ICCR for next three years.
- ii. The authorized partner/OEM of the software shall be required to provide free software updates during the subscription/warranty period free of cost.
- iii. The bidder shall provide technical support by sending its technical support as when desired by ICCR during the subscription/warranty period in order to assist ICCR in case of any technical support required by ICCR for the products supplied against this RFP.
- iv. The hardware workstation offered shall cover comprehensive Warranty.**
- v. In case of system breakdown bidder shall have to provide an alternate solution ensuring 99% availability calculated on yearly basis throughout the warranty period.
- vi. Bidder shall carry out preventive Maintenance on the hardware systems offered in this RFP, at least on quarterly basis to ensure the System and system operating software is up to date with its Bios, Firmware, Drivers and its components are functioning satisfactory for the purpose it has been intended for by ICCR. Bidder shall take immediate action during any breakdown/call by ICCR and provide resolution within 4 hours of from the time of call. In case calls are made during afternoon after 3PM or around office closing hours the same shall be attend on the next working day,
- vii. A satisfactory report shall be submitted at the end of each year by the bidder before asking release of payments towards hardware items.

9. Training

- i. The bidder is required to provide hands-on training on solution offered that shall have demonstration of all the features in the Software for Graphics Design Software "Adobe S/w Products or its Equivalent" Products and on the Hardware Workstations.
- ii. The bidder shall be required to provide training on the Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations offered. The timing and day shall be decided in consultation with ICCR.
- iii. The training on Graphics Design Software "Adobe S/w Products or its Equivalent" software products as offered, shall be arranged by the bidder, either through their own company or through any professional Training Institutes for 3-4 days as per the mutual consent of ICCR.

10. Delivery and Installation

Within 4 Weeks from date of placement of Purchase Order.

Pre-qualification (PQ) criteria:

For Providing Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations for Indian Council for Cultural Relations at Azad Bhavan, Indraprastha Estate, New Delhi-110002				
S.N	Particular	Description		Submission by the Bidder
	Name of Proprietor/Director of Company	Details including Position of the Authorized Signatory.		Letter of Authorization at Annexure- 4 and Power of Attorney in the name of Authorized Signatory.
	Name of Tendering Company & date of inception.	a) The bidder must be incorporated and registered in India under the Indian Companies Act 1956 for the last five years as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).		a).Certificate of Incorporation/ Copy of Registration Certificate (s)/ Name Change document. of registration with a brief profile of the company copy
		b) Registered with the GST		b). GST Registration Certificate copy
	Full address of	Registered Office with Telephone No., FAX and E-Mail		Details
	Full address of	Operating/ Branch Office with Telephone No., FAX and E-Mail.		Details
	Banker of Company	Provide full address		Certified copy of statement of Account for the last three years
	PAN /GIR No	Permanent Account Number		Self attested copy
	Financial Status	Balance Sheet for the last 3years		Copy of Balance sheet
	Average turnover of the company	Rs 50 Lakhs in last 3 Years		Copies of ITR for the last 3
		2017-18, 2018-19, 2019-20		Audited Balance Sheet and Statement form Auditor.
	Work Experience	Documents showing successful completion at least one project of Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations in this RFP or similar to it, with Central/State Government/PSU	Cost of Rs 50 Lakhs	One Order with copy of PO
			Cost of Rs 25 Lakhs	Two Orders with copy of POs
			Cost of Rs 17 Lakhs	Three Orders with copy of POs
	Affidavit	Stating that the company is/has not been black listed by Central/State Government / PSU		Submit Duly signed & attested Letter)
	Fraud & corrupt practices	Declaration about Fraud and corrupt practices		(Duly signed & attested as given in the Tender)

Signature of authorized person

Full Name:

Seal: Date Place

Technical Bid Compliance

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
1.	Legal Entity/ Registration of Company	a) The bidder must be incorporated and registered in India under the Indian Companies Act 1956 for the last five years as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions). b) Registered with the GST	a) Certificate of Incorporation /Copy of Registration Certificate (s)/Name Change document. b) GST Registration Certificate
2.	Annual Turnover	Bidder should have had a average annual turnover of Rs. 50 Lakhs in last three Financial Years: 2019-2020,2018-2019,2017-2018	Audited Balance Sheet for 03 financial year
3.	Work Experience	Documents showing successful completion at least one project Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations in this RFP or similar to it, with Central/State Government/PSU and have any one of the following experiences in last 3 Year: a) One order costing not less than the amount equal to Rs.50 Lakh or more. OR b) Two orders costing not less than the amount equal to Rs. 25 Lakh or more each OR c).Three orders costing not less than the amount equal to 17 Lakh or more each.	Copy of Letter of Award / Work Order(WO)/ Contract containing Scope of Work & Order Value and Certification of Acceptance /Completion/ Operational by client or Company Secretary; Verification can be carried out by GSTN (in case required) through any appropriate means with the client as per the details provided by the Bidder. If the information furnished is found to be incorrect or forged then bid would be rejected.
4.	Manufacturer's Authorization Form or Dealership certificate from manufacturer	Bidder must be OEM certified partner for the product being offered by them. The bidder has to submit OEM Authorization Certificate sell/ supply their products.	As per Annexure-3a & 3b
5.	Not blacklisted	The bidder should not be blacklisted by any Central/ State Government Ministry/ Department/ PSU/ Government Company.	Self-declaration from the bidder in company letter head, signed by authorized signatory.
6.	Scope of Work	The bidder should comply to Section III of this RFP	Bidder to Sign all sheets of Scope of work.

Technical Compliance sheet

S.No	Offering Features / Remarks	Requirement	Bidder's offer Remarks
1	Software /Subscription Period	1 Year	
2	Graphics Design Software "Adobe S/w Products or its Equivalent" Products	2 Licenses of each Product Refer Annexure 7	
	Hardware Workstations	2 Nos.	
3	Warranty/Support Services	5 Years	
4.	Training on Graphics Design Software "Adobe S/w Products or its Equivalent" Software's	3persons 5 days	

Signature of
authorized person
Full Name:
Seal:
Date
Place

Letter of Authorization for Graphics Design Software "Adobe S/w Products or its Equivalent" Products

Dear Sir/Madam

This is to certify that M/s _____, with its Address _____ is an Authorized Distributor/Dealer of M/s _____ is an OEM of the products being offered in this RFP.

M/s _____ has been authorized to sell our product for Graphics Design Software "Adobe S/w Products or its Equivalent" Software products for Indian Council for Cultural Relations, India.

Graphics Design Software "Adobe S/w Products or its Equivalent" Software Products that available free are not Chargeable and are allowed for installation on any Workstations.

Authorised Signatory
<OEM Name>
<OEM Address >
<OEM Main Facility Address>

**Letter of Authorization for Hardware Work Station and Printer
(To be Submitted from OEM /Authorized Distributor of the Manufacturer)**

Dear Sir/Madam

This is to certify that M/s _____, with its Address
_____ is an Authorized Distributor/Dealer of
M/s_____is an OEM of the products being offered in this RFP.

The Product offered coversOEM Warranty for the Hardware
Workstations and Colour Printer for Indian Council for Cultural Relations, India for 5 years
period.

Authorised Signatory
<OEM Name>
<OEM Address >

<OEM Main Facility Address>

DECLARATION

1

I _____ Son
/Daughter/Wife _____ of _____ Shri
_____ Proprietor/Director,
authorized signatory of the Company, mentioned above, is competent to sign this
declaration and execute this tender document;

2

I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them;

3

The information! documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, are well aware of the fact
that furnishing of any false information! fabricated document would lead to rejection
of my tender at any stage besides prosecution under existing laws.

Signature of authorized
person

Full Name:

Seal:

Date:

Place:

Annexure-5

FINANCIAL BID

For providing Graphics Design Software "Adobe S/w Products or its Equivalent" Products along with Recommended Hardware Workstations at

**Indian Council for Cultural Relations, Office, Azad Bhawan, IP Estate ,
New Delhi-110002**

- 1.** Name of tendering Bidder Company
- 2.** Details of Earnest Money Deposit
 - a). Amount
 - b). D.O. / P.O & Date
 - c). Drawn on Bank
- 3.** Rates are to be quoted in accordance with the Terms and Conditions of the Tender Bid and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.)

S.N	Item	Quantity	Unit Rate Rs.	Tota Rs.	Taxe	Total Cost inclusive of Tax
i.	Software and Subscription Period	1 Year				
ii.	Graphics Design Software "Adobe S/w Products or its Equivalent" Products	2 Licenses of each Product Refer Annexure 7				
iii.	Hardware Workstations	2 Nos.				
iv.	Warranty/Support Services H/w	5 Years				
v.	Training on Graphics Design Software "Adobe S/w Products or its Equivalent" Software's	3persons 5 days				
vi.	Grand Total (Col. 1 to 5)					

Signature of Authorized Person

Full Name:

Seal

Date

Place:

- Notes:** 1. The rates quoted by the tendering Company should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the

basis of duties performed by each person during the month.

Please submit these details along with Form-1

ANNEXURE-6

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that in last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that:

a) 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, as defined in Section II of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and

b) We have taken steps to ensure that in conformity with the provisions of Section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors *I* managers *I* employees.

Signature:

Name & Designation with office
Seal

Date:

Place:

Annexure-7

Details of License Keys for Graphics Design Software “Adobe S/w Products or its Equivalent” Products as offered (Item 1(i. to xxiv.) Or Item 2)

S. No	Graphics Design Software “Adobe S/w Products or its Equivalent” Product	Qty	Key	Subscription/Free Please Specify	S/w Version
1.	Graphics Design Software “Adobe S/w Products or its Equivalent” Software Products				
i.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Photoshop	2			
ii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Illustrator	2			
iii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe InDesign	2			
iv.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Bridge	2			
v.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Extension Manager	2			
vi.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe InCopy	2			
vii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe XI Pro(PDF Writer/ Reader	2			
viii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Premiere Pro	2			
ix.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Encore,	2			
x.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe After Effects	2			
xi.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Audition	2			
xii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Prelude	2			
xiii.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Media Encoder	2			
xiv.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Photoshop Lightroom	2			
xv.	Graphics Design Software “Adobe S/w Products or its Equivalent” Edge Animate/Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Animate	2			
xvi.	Graphics Design Software “Adobe S/w Products or its Equivalent” to Adobe Edge Inspect	2			

xvii.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Code editor/preview	2			
xviii.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Edge Reflow	2			
xix.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Edge Web Fonts	2			
xx.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Scout	2			
xxi.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Dreamweaver	2			
xxii.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Flash Professional	2			
xxiii.	Graphics Design Software "Adobe S/w Products or its Equivalent" Flash Professional Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe Flash Builder Premium Edition	2			
xxiv.	Graphics Design Software "Adobe S/w Products or its Equivalent" to Adobe XD	2			
	OR				
2	Bidder is open to Quote the above Graphics Design Software "Adobe S/w Creative Suite or its Equivalent" Products suite if available instead being offered as separate product/s. In case any Product is not a part of the Graphics Design Software "Adobe S/w Products or its Equivalent" Creative Suite, bidder shall quote that particular software separately and shall give the details in Technical bid				
3.	Bidder shall ensure that the Graphics Design Software "Adobe S/w Products or its Equivalent" Products that are available free of cost/subscription the same are not charged.				

Form 1: Covering Letter for Financial Bid

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Subject: Submission of the Financial bid for <provide name of the RFPt>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for [*Name of RFP*] in accordance with your Request for Proposal dated [*Date*] and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in words and figures*]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

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

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Form 2:**Compliance Sheet for Pre-qualification Proposal**

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal).

For Providing Graphics Design Software "Adobe S/w Products or its Equivalent" Products along with Recommended Hardware Workstations for Indian Council for Cultural Relations at Azad Bhavan, Indraprastha Estate, New Delhi-110002					
S.N	Particular	Description	Submission by the Bidder	Submitted Y/N	Reference & Page Number
	Name of Proprietor/Director of Company	Details including Position of the Authorized Signatory.	Letter of Authorization at Annexure-4 and Power of Attorney in the name of Authorized Signatory.		
	Name of Tendering Company & date of inception.	a) The bidder must be incorporated and registered in India under the Indian Companies Act 1956 for the last five years as on the date of publishing of RFP notice (including name change/impact of mergers or acquisitions).	a).Certificate of Incorporation/ Copy of Registration Certificate (s)/ Name Change document. of registration with a brief profile of the company copy		
		b) Registered with the GST	b). GST Registration Certificate copy		
	Full address of	Registered Office with Telephone No., FAX and E-Mail	Details		
	Full address of	Operating/ Branch Office with Telephone No., FAX and E-Mail.	Details		
	Banker of Company	with full address	Certified copy of statement of Account for the last three years		
	PAN /GIR No	Permanent Account Number	Self attested copy		
	Financial Status	Balance Sheet for the last 3years	Copy of Balance sheet		
	Average turnover of the company	In last 3 Years	Copies of ITR for the last 3		
		2017-18 2018-19 2019-20	Audited Balance Sheet and Statement form Auditor.		

	Work Experience	Documents showing successful completion at least one project Graphics Design Software "Adobe S/w Products or its Equivalent" Products and Recommended Hardware Workstations in this RFP or similar to it, with Central/State Government/PSU and have any one of the following experiences in last 3 Year:	Cost of Rs 50 Lakhs	One Order with copy of PO		
			Cost of Rs 25 Lakhs	Two Orders with copy of POs		
			Cost of Rs 17 Lakhs	Three Orders with copy of POs		
	Affidavit	Stating that the company is/has not been black listed by Central/State Government / PSU		Submit Duly signed & attested Letter)		
	Fraud and corrupt practices	Declaration about Fraud and corrupt practices		(Duly signed & attested as given in the Tender)		
	OEM/ Manufacturer Authorization	Refer Annexure 3a and 3b		Submit Duly Signed		
	Technical Compliance	Refer Annexure 2a & 2b		Submit Duly Signed		

Some of the other Information from the bidders to submit are;

Form 3: Particulars of the Bidders

S No	Information Sought	Details to be furnished
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 4: Letter of Proposal

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

Subject: Submission of the Technical bid for <Name of the data entry assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the ICCR for <Name of RFP> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid uploaded on the e-procurement portal www.tenderwizard.com/ICCREPROC

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 5: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<email id>

2. Whereas <<name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <ICCR>
3. Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <ICCR> (hereinafter called "the ICCR") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said ICCR, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

4. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
5. If the Bidder, having been notified of the acceptance of its bid by the ICCR during the period of validity of bid.
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;
- i. We undertake to pay to the ICCR up to the above amount upon receipt of its first written demand, without the ICCR having to substantiate its demand, provided that in its demand the ICCR will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
- ii. This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.
- iii. **NOTWITHSTANDING ANYTHING CONTAINED HEREIN:**
- iv. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- v. This Bank Guarantee shall be valid up to <<insert date>>)
- vi. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Form 6: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Location, Date>
<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide data entry services for <<name of the assignment>> to <ICCR> (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <<name of the bank>> a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<<insert value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <<insert value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs <<insert value>> (rupees <<insert value in words>> only).**
- II. This bank guarantee shall be valid up to <<insert expiry date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>>) failing which our liability under the guarantee will automatically cease.