



**Tender for Selection of an Agency for Social Media Management
in respect of the Embassy of India, Thimphu**

Tender No. Thi/Edu/327/22/2020

Dated: 03.09.2020

Last date of submission of bid: 20.09.2020

**Embassy of India
Jungshina, Thimphu**

Embassy of India
Thimphu
(Administration Wing)

3 September 2020

NOTICE FOR TENDER

1. Embassy of India Thimphu, invites Tender under two bid system from registered and authorized firms/service agencies for an Annual Contract for providing social media management services to the Embassy of India Thimphu.
2. The tender document can be downloaded from the websites <http://www.eprocure.gov.in> or <https://www.indembthimphu.gov.in> from 04.09.2020 onwards. Please note that any corrigendum/addendum in the above tender document, if required, will be hosted in the website of the Embassy of India Thimphu, as given above.
3. The interested firms/service agencies should submit their bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single enveloped superscribed as for Annual Contract for providing social media management-related services to the HOC, Embassy of India Thimphu. The single envelope should be addressed to the Embassy of India, Thimphu and then dropped at the Gate/Reception (in designated Tender Box) of the Embassy of India, Thimphu at the address given above. Please note that the tender document will not be accepted after the expiry of the stipulated date and time for the purpose.
4. The Earnest Money Deposit (EMD) of the Nu/Rs. 50,000- in the form of the Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India Thimphu" is required to be submitted along with tender bids.
5. The technical bids will be opened on a specified date by a Tender Evaluation Committee (TEC) authorized by the Competent Authority. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the TEC. If there are any queries regarding the tender, please send an e-mail message to adm.thimphu@mea.gov.in and edu.thimphu@mea.gov.in.
6. The Competent Authority reserves the right to reject any or all bids, or cancel the tender, without assigning any reason and the decision of the competent authority of the Embassy shall be final and binding.

Tel. No. +975-02-322291

(Sameer D. Akolkar)
Head of Chancery

Letter of Bid
(To be printed on the Bidder's letterhead)

To
The Head of Chancery
Embassy of India
Thimphu

Ref: Invitation for Bid No. Thi/Edu/327/22/2020

We, the undersigned, declare that

We have examined the Bidding Documents and that we have no reservations to the Bidding Documents including the Annexures issued in accordance with instructions to Bidders.

2. We offer to execute in conformity with the Bidding Documents for annual contract for handling Social Media Management (as detailed in the Scope of Work) in the Tender Document) of the Embassy of India, Thimphu.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the expiry of the afore-said period.

4. If our bid is accepted, we commit to submit a "Performance Security Deposit" in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body including the Royal Government of Bhutan has not declared us being ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them including the condition that you are not bound to accept highest ranked bid/lowest ranked bid or any other bid that you may receive.

Yours sincerely

Authorized signatory
Full name and designation

(Authorized person shall attach a copy of Authorization for signing on behalf of the Bidding Company)

Dates to Remember

Timelines	
Notice inviting Tender	03.9.2020

Issuance/Downloading of Tender Document	04.9.2020
Last date of Tender Submission	20.09.2020
Opening of Technical Bids	21.09.2020
Opening of Financial Bids (only of those Bidders who qualify in the minimum eligibility criteria through the Technical Bids)	To be notified later

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/Tender Document purposes, the Embassy of India, Thimphu shall be referred to as the 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and or 'Bidder' interchangeably.

1.2 The representative tender document can be downloaded from the website of the Embassy of India, Thimphu from 04.09.2020 till 20.09.2020. The last date of submission of bids is 20.09.2020 till 1700 hrs.

1.3 While all efforts have been made to avoid errors in the drafting of the Tender Documents, the bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 The bidder shall submit the copy of the authorization letter as the proof of authorization for signing on behalf of the Bidder.

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria. Technical Bids not accompanied with the Earnest Money Deposit of requisite amount or any other requirements specified in the tender documents are liable to be summarily rejected.

1.6 The Parties to the Contract Agreement shall be the successful bidder (to whom has been awarded) and the Client – the Embassy of India, Thimphu.

1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be unless the bidder notifies any change of address by a separate letter sent by registered post to the Embassy of India, Thimphu. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. SCOPE OF WORK, GENERAL TERMS & CONDITIONS

2.1 To develop a strategy to enhance Embassy of India Thimphu's (hereinafter referred to as the Embassy) social media outreach through the Social Media handles of the Embassy but not limited to Twitter, Facebook, Instagram, YouTube, Flickr etc.) and to engage a wider audience.

2.2 To implement Social Media Analytics to gather useful and credible information trending on social media at the local/regional/national level, through a team deployed channels 24/7 for Social Media Management and Analytics and as directed by officers of the Embassy of India.

2.3 To monitor the Embassy's Social Media handles and alert the concerned officer of the Embassy on issues that may have arisen in the feeds and provide feedback on posts in a frequency as directed by the concerned Embassy Officer

2.3 To produce quality content such as graphics, GIFs, short videos, PowerPoint presentations, animations, etc for use on the social media platforms of the Embassy of India, Thimphu as directed by the officers of the Embassy.

2.4 Creation of content/captions for social media platforms both in English and Dzongkha language. Content posted to social media maybe in English/Dzongkha or both. Therefore, translations of captions from one language to the other requires to be done on instruction from concerned officer. The content created has to be edited and uploaded on Embassy's Social Media/YouTube handles as per the Embassy's requirement on immediate basis after this is approved by the Embassy.

2.5 Ability to convert all kinds of content (video/audio/files) from one format to another for given assignments as and when required by the Embassy of India, Thimphu.

2.6 Photographing/video graphing of events (in Thimphu) by Bhutanese bidders as and when required by the Embassy and processing of the videos/photographs immediately for uploading to social media and shooting of short videos with cast and crew as and when required. The staff handling camera may be required to perform duties outside office premises. Bidders without photographers and videographers in their permanent staff but with ability to work on digital processing of photographs and videos may also apply.

2.7 Re- tweeting and sharing content generated by the Ministry of External Affairs in local language when directed by the Embassy of India, Thimphu.

2.8 Promoting the Embassy of India, Thimphu's activities on social media and increasing the number of online followers. Engaging with online influencers so as to further promote the followers of the Embassy's social media handles.

2.9 Implementing any new social media initiatives as and when required.

2.10 Implement Social Media Analytics and provide a periodic report on impact of the Embassy's social media activity in terms of number of followers earned, engaged, reached, etc. and other relevant metrics.

2.11 Gather and provide useful and credible information on relevant trending topics/is

2.12 A dedicated team of at least three individuals are required to be deployed for handling the social media management work entrusted by the Embassy.

2.13 The Contractor has to provide all the necessary equipment such as computer (with latest edition of graphic design software), video and photo editing software and associated gadgets, a good quality DSLR Camera, video camera etc. so that the dedicated team can cater to the tasks entrusted by the Embassy in a timely manner.

2.14 Since maintenance of social media pages requires 24/7 attention, the staff deployed has to be alert and responsive to instructions from concerned officers of Embassy of India, Thimphu on a regular basis. Instructions to push such content to social media maybe received at anytime and hence on receipt of instructions from the concerned officers of the Embassy, social media posts will be required to be done with minimum time lag.

2.15 The contract will be for a period of 1 (one) year. The contract may be renewed after the period of one year on a year-to-year basis depending on the performance of the contractor . Embassy of India, Thimphu reserves the right to decide on the terms and conditions of the contract for renewal.

2.16 The rates shall be quoted on a yearly basis. The rates shall be inclusive including taxes and duties etc.

2.17 Rates should be quoted in figure as well as in words as per ANNEXURE-1.

2.18 Embassy of India, Thimphu , reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason to cancel the tender. The decision of the Head of Chancery. Embassy of India, Thimphu in this regard shall be final and binding on all.

2.19 The salary and other allowances to the deputed staff will be the sole responsibility of the contractor. Embassy of India, Thimphu will not entertain and dismiss any such separate claims submitted by the Contractor.

2.20 Levy/Taxes payable by contractor – Sales Tax/ VAT or any other taxes in respect of this contract shall be the liability of the Contractor and payable by the Contractor and Embassy of India, Thimphu shall not entertain any claim whatsoever in this respect.

2.21 The Contractor should not outsource whole or any part of the work and should have at all times sufficient manpower/capability to execute the work on its own.

3. MINIMUM ELIGIBILITY CRITERIA

3.1 The following shall be the minimum eligibility criteria for selection of bidders at the technical bid stage of the bidding process .

(a) Legally Valid Entity : The Bidder/Bidding Firm shall necessarily be a legally valid entity either in the form of Limited Company registered under the relevant Act or a firm having trade license granted by the City Corporation to do business in Bhutan and/or India. The proof for supporting the legal validity of the Bidder/Bidding Firm shall be attached with the bid.

(b) Registration: The Bidder /Bidding Firm must have the Tax/VAT registration with the concerned authorities of Bhutan and/or India as the case may be. The proof in support of the same shall be attached with the bid documents.

(c) Experience: The Bidder shall have experience providing social media services for Embassies/Government Ministries and Departments/ Public Sector Companies /reputed corporate organizations /multinational companies.

(d) Company profile /information regarding key personnel : The Bidding Company shall also include in its bid , as per proforma at Annexure–VI of this document, details about the company, about its key personnel and details of personal strength available to handle the work assigned by the Embassy of India, Thimphu.

3.2 Documents supporting the Minimum Eligibility Criteria:

(i) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (a), attested copies of certificates issued by the respective authority should be attached with the bid documents .

(ii) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (b), attested copies of Tax/VAT registration certificate should be attached with the bidding document.

(iii) As proof of fully adhered to the minimum eligibility criteria at 3.1 (c) , attested copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/ Government ministries /Departments / Public Sector Companies /reputed corporate organizations /multinational companies shall be attached with the bid document.

(iv) As proof of having fully adhered to the minimum eligibility criteria at 3.1 (d) , copies of supporting documents for company profile /information about key personnel , personnel strength , etc. may be providing along with Annexure–VI of this tender document.

4. EARNEST MONEY DEPOSIT

4.1 The Earnest Money Deposit of Nu 50,000 (Ngultrum fifty thousand) in the form of Account Payee Demand Draft /Pay Order issued by any reputed Bank drawn in favour of “Embassy of India, Thimphu” has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to six (6) months.

4.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Mission in respect of any previous work shall be entertained.

4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Embassy of India, Thimphu.

4.4 The bids without Earnest Money Deposit or the declaration will be summarily rejected.

4.6 No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

4.7 The bid security may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form: or
- (ii) In case of successful bidder,
 - (a) if the bidder fails to sign in accordance with the terms of the tender document;
 - (b) fails to furnish required Performance Security Deposit in accordance with the terms of the Tender Documents within the time frame specified by the client; or
 - (c) fails or refuses to honour his own quoted prices for the services or part thereof.

5. VALIDITY OF BIDS

5.1 Bids shall remain valid and open for acceptance for a period for 180 days from the last date of submission of bids.

5.2 In case, the Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

5.3 The client may request for extension of another period of 60 days, without any modifications and without giving any reasons thereof.

6. PREPARATION OF BIDS

6.1 Language Bids and all accompanying documents shall be in the English language only. The technical as well the financial bids should be submitted in two sets – one original and one copy thereof.

6.2 Technical Bid

Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria and valid Earnest Money Deposit (EMD) of the requisite amount. Documents comprising the Technical Bid would be the following:-

- a. Technical Bid Submission Form duly signed and printed on the Company's letterhead
- b. Contact Details Form, duly filled and stamped and signed.
- c. Earnest Money Deposit of Ngultrum/Rupees Fifty thousand (Rupees fifty thousand only) in the form of a Bankers; Cheque or a Demand Draft.
- d. All attested supporting documents in proof of having fully adhered to the minimum eligibility criteria as referred to in Section -2 above.

6.3 Financial Bid

Bidder must prepare the financial Bid in the Price Schedule as provided in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as Envelope-B – Financial Bid.

7. SUBMISSION OF BIDS

7.1 The Bidding firms have to submit the tenders in two bid system [i.e. (i) Technical Bid and (ii) Financial Bid] in the prescribed proforma. Tenders are to be submitted to the Head of Chancery, Embassy of India, India House Estate, Jungshina, Thimphu. All the documents in support of the eligibility criteria and other required documents are to be submitted along with the Tender Documents. No Tender Documents will be accepted after the expiry of the stipulated date and time.

The tender shall be submitted in sealed envelopes as described below:=-

ENVELOPE 'A'	-	Technical Bid
ENVELOPE 'B'	-	Financial Bid

7.2 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Embassy of India, reserves the right to extend the date/time for submission of bids, before opening of the Technical Bids.

8. BID OPENING PROCEDURE

8.1 The Technical Bids (Envelope 'A') shall be opened in the Conference Room of EOI Thimphu on 21.09.2020 at 1600 hrs. in the presence/virtual presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the Embassy. After evaluation of the Technical Bids, a list of qualified bidders will be prepared by the Embassy of India. The Financial Bids (Envelope 'B') will be opened at a subsequent date, which will be intimated to the shortlisted bidders by e-mail/telephone. If any of the bidders or their representatives fail to be present on the designated for opening of bids, the bids will be opened in absentia.

8.2 The Financial Bids of only those bidders who qualify at the Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated by e mail message/telephone regarding the date of opening of the Financial Bids.

8.3 If the date fixed for opening of bids is subsequently declared as holiday by the Government, the revised date of schedule for the opening of the Financial Bids will be notified. However, in absence of such notification, the bids will be opened on the next working day of the Embassy of India, the time remaining unchanged.

8.4 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

8.5 Absence of the bidder or their representative shall not impair the legality of the opening procedures.

8.6 After opening of the Technical Bids and verification of the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

9. CLARIFICATION ON TECHNICAL BID EVALUATION

9.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's requested for clarification and the response of the bidder shall be in writing.

9.2 If a bidder does not provide clarification of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

9.3 Client also reserves the right to seek confirmation/clarification from the issuer agency on the supporting documents submitted by the bidder as per clause 3.2.

10. PERFORMANCE SECURITY (PS)

10.1 The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of the Embassy of India, Thimphu, payable in Thimphu in form of Demand Draft /Pay Order Bank Guarantee or by bank transfer (if an Indian company is awarded the contract) within fifteen days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Contractor. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the Contractor. No interest shall be paid on Performance Security.

10.2 The Performance Security will be forfeited by order of the Competent Authority in the Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the Contract, a portion of the Performance Security as may be deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm shall be retained on the account of the Contractor's bill has been received and examined.

10.3 If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the EOI shall be free to make other arrangements at the risk, cost and expense of the Contractor.

10.4 On due performance and completion of the contract in all respects, the Performance Security shall be returned to the Contractor without any interest or presentation of the absolute 'No Demand Certificate' from the Contractor and upon return in good condition of any specifications, samples or any other property belonging to the Client, which may have been issued to the Contractor, for carrying out work as stipulated in the contract.

11. VALIDITY OF CONTRACT

The contract, if awarded shall be valid for ONE YEAR (1 year) only. The contract may be renewed after the period of one year [maximum tenure of three years from the date of start of work initially) as per the contract signed on the same terms and conditions and the same rates, subject to satisfactory services provided by the Contractor. In case of breach of contract or in the event of not fulfilling the minimum requirements/statutory requirements, the Client shall have the right at any time to terminate the contract forthwith and in addition the Contractor shall forfeit the Performance Security deposited and initiating administrative actions for blacklisting etc. solely at the discretion of the Competent Authority of the Mission.

12. PAYMENTS

12.1 After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments would be made to the Contractor towards the contract.

12.2 The payments in the monthly Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.

12.3 The Contractor shall be paid on a monthly basis for the services rendered in the preceding month. The billing cycle will be the 1st of every month to the last day of the month. The Contractor shall submit correct invoice in terms of quality and commercial aspects within 10 days of the succeeding month and payment shall be released within 30 days of receipt of acceptable invoices which are in order.

12.4 All payments shall be made through crossed cheque.

12.5 The Client shall be entitled to deduct in accordance with applicable Law, any tax or withholding tax or other deductions (as the case may be) from the payments made to the Contractor and the amount so deducted shall be deemed to be payment made to the Contractor.

12.6 All payments to workers of the Contractor in terms of minimum wages etc. shall be the responsibility of the Contractor in terms of the Government regulations to be abided by the Contractor. Claim for any escalation on account of revision of minimum wages or any other exigency shall neither be submitted to the Embassy nor be entertained by the Embassy of India

12.7 No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.

13. Other Conditions, Force Majeure and Penalty Clause

13.1 The workers provided by the Contractor should be on the roll of the Company and their antecedents should be pre-verified with the police authorities. A copy of the police clearance and/or verification report of each worker should be available with the Contractor for presenting the Client, if demanded at any time.

13.2 The bidder must have satisfactory arrangements for adequate training of its employees who will be entrusted with the work of the Client.

13.3 The Company shall provide precise profile of its key clients along with complete details of the services provided.

13.4 In case the Contractor fails in adhering to the daily work given for delivery and the Mission has to make alternative arrangements to ensure that the work is done, the Embassy reserves the right to deduct the costs thereof from the regular payments due to the Contractor.

13.5 Contractor would be fully responsible for its acts of omission or negligence, dishonesty or misconduct of its employees towards the work entrusted by the Client to the Contractor.

13.6 All information shared by the Embassy of India to the Contractor in the course of work is to be treated as strictly confidential and not to be shared with any other entity. The Contractor will be responsible for the confidentiality of the content shared by the Embassy.

Any breach of confidentiality by an employee of the Contractor will require immediate corrective action.

13.7 Embassy of India reserves the right to amend or withdraw any of the terms and conditions in the tender document or to reject all tenders without giving any notice or assigning any reasons whatsoever. The decision of the Embassy of India in this regard shall be final and binding on all.

13.8 Embassy of India reserves the right to revoke the Contract at any time, if the services rendered are not found to be satisfactory during the period of the contract.

13.9 The Embassy, may by written notice sent to the Contractor (through e-mail message or registered post) may terminate the contract in whole or in part at any time for its convenience.

13.10 Any wrong or misleading information will be lead to disqualification.

13.11 Should any new areas of work not envisaged as being part of this tender document be added, the prices for the new areas of work shall be mutually agreed upon between the Client and the Contractor based on the prevailing rates as deemed to be reasonable and agreed in this tender document.

Social Media Tender

Annexure - I

Format for Submitting the Price Schedule

(To be submitted along with the Financial Bid is a separate sealed cover)

Bid No. _____

Date: _____

To
The Head of Chancery
Embassy of India
Thimphu

Price Schedule

S.No.	Item	Price/month	Total price/month
1.	Expenditure in respect of personnel		
2.	Any other charges		
3.	Applicable taxes, if any		
	Total		

Note: Above quoted price is complete and in all respect, including applicable taxes as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully

(Signature of Authorized Signatory)

Name:
Designation:
Company Seal:

Annexure - II

(On the letterhead of the bidding company)

To
The Head of Chancery
Embassy of India
Thimphu

UNDERTAKING

I, _____, of M/s _____, having registered office at _____ do hereby undertake that my company M/s _____ will not withdraw or modify its bids from Tender No. _____ dated _____ 2020 for the 'Selection of an Agency for Social Media Management in respect of the Embassy of India, Thimphu' during the period of validity of the bids.

I further undertake to have understood that if my company M/s _____ Enterprises withdraws or modifies its bids or if it fails to sign the contract or fails to submit a **Performance Security** before the stipulated deadline after being awarded the work then M/s _____ will be suspended for a specified period of time from being eligible to submit bids for contracts tendered by the Embassy of India, Thimphu and the Performance Security will be forfeited.

Place: _____

Date: _____

Annexure – III
Notification of Award

Contract No. _____

Date: _____

To
[Name of the Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Work for [name of the Contract] for the Contract Price of [Insert Ngultrum/Rupees in figures and in words] as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by [Name of the Client]

You are requested to proceed with the execution of the Work on the basis that this Notification of Award shall constitute the formation of a Contract which shall be binding upon you on furnishing a Performance Security and signing the Contract Agreement within a period of Fifteen (15) days.

We attach the Contract Agreement for your perusal and signature.

Signed:

Duly Authorized to sign for and on behalf of

[Name of the Contractor]

Date: _____

Annexure - IV

CONTRACT AGREEMENT

THIS AGREEMENT made the [day] of [month] [year] between [name and address of Client] (hereinafter called the 'Client' of the one Part and [name and address of the Contractor] (hereinafter called the 'Contractor') of the other Part:

WHEREAS the Client invited Tenders for hiring an Agency for Social Media Management of the Embassy of India, Thimphu and has accepted a Tender by the Contractor for the executive of the Work detailed in the Tender for a sum of Ngultrum/Rupees [Contract price in figures and words]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to:-

The documents forming the Contract shall be interpreted in the following order of priority:-

the signed Contract Agreement

the letter of Notification of Award

the completed Tender Submission Bids as submitted by the Tenderer

Scope of Work specified in the Tender and

Performance Guarantee

Other Conditions in the Tender Document including Force Majeure, Penalty Clause

In consideration of the payments made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby Covenants with the Client to execute and complete the Work entrusted by the Client from time to time within a specified time period

The Client hereby Covenants to pay the Contractor in consideration of the execution and completion of all work entrusted by the Client which are completed by the Contractor in a professional and time bound manner. The Contractor is bound to revise and rectify and improve any defects or additions to the work submitted as asked by the Client till it is deemed to be satisfactory.

In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Government of the country where the Contractor is registered as corporate or private sector company.

For the Client

For the Customer

Signature

Print Name

In the presence of

Annexure-V

PROFORMA OF BANK GUARANTEE
(on Non-judicial paper of appropriate value)

To,
Head of Chancery
Embassy of India
Thimphu

BANK GUARANTEE NO:

DATE:

Dear Sir(s)

This has reference to the award of Contract No. _____ Dated _____ been placed by Embassy of India , Thimphu M/s (Name Address of Contractor) for ,

The conditions of this order provide that the Contractor shall,

Arrange to deliver services as detailed in the Contract to the Client, as per details given in said order, and

M/s (Name of Contractor) has accepted the said Contract with the terms and conditions stipulated therein and have agreed to the issue the Performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Contract No. _____ M/s (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises , we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Thimphu shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and/ or liabilities under or in connection with the said contract or to vary the terms vis-à-vis the Contractor or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of Embassy of India, Thimphu under any security(ies) now, or hereafter held by the Embassy of India, Thimphu and no such dealing (s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India , Thimphu against the bank.

This undertaking guarantee shall be continuing undertaking guarantee and shall remain valid and irrevocable for all the claims of the Embassy of India, Thimphu and the liabilities of the Contractor arising upto and until date-----

Your right to recover the said sum of Nu----- Ngultrum-----
(only) from us in manner aforesaid will not be affected/or suspended by -reason of the fact
that any dispute or disputes have been raised with the said M/s and /or that any dispute or
disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to Nu.----- (Ngultrum-----
-----only). Our guarantee shall remain in force until unless a suit action to enforce a claim
under guarantee is filed against us within six months from (which is date of expiry of
guarantee) all your rights under the said guarantee shall be forfeited and we shall be
relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of
Association of our Bank and the undersigned has full power to do under the power of
Attorney dated.

Notwithstanding anything contained herein :

Our liability under this guarantee shall not exceed Nu.----- (in words)

This bank guarantee shall be valid upto----- unless a suit for action to enforce
a claim under guarantee is filed against us within six months from date of expiry of
guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved
and discharged from all liabilities there after i.e. after six months from the date of expiry of
this Bank guarantee

We are liable to pay the guaranteed amount or any parts thereof under the Bank guarantee
only and only if you serve upon us a written claim or demand or before-----
-

The Bank guarantee will expire on.....

Granted by the bank

Yours faithfully,

For (Name of Bank)

Annexure- VI

CONTACT DETAILS FORM

General Details of Bidder:

Name of the Company:

**Name and Designation of the
Authorized Representative:**

Communication Address

Phone No./Mobile No.

Fax/E-mail I.D.

Particular Details of the bidder's Representative:

Name of the Contact Person:

Designation:

Phone No.

Mobile No.

E-Mail address:

Details About The Key Personnel of the Bidding Company

(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.
- 5.