

**Embassy of India
Washington DC**

...

July 27, 2020

CORRIGENDUM NO.3

This is in continuation of Embassy's earlier RFP dated 10 July, 2020 and corrigenda dated 23 July, 2020 inviting proposals from experienced and qualified Service Providers for providing outsourcing services for Visa, OCI, Renunciation, Passport and GEP at the Embassy of India, Washington DC and at the Indian Consulates at Atlanta, Chicago, Houston, New York and San Francisco.

2. Given below is the format for submitting the Bid Security Deposit (EMD). It may be noted that the bids could be submitted either at the Embassy of India, Washington DC by 1500 hours (EST) on 10 August, 2020 or at the Ministry of External Affairs, New Delhi by 1700 hours (IST) on 10 August, 2020.

**(S. Gopalakrishnan)
Counsellor (Political) & Head of Chancery**

Bank Guarantee Proforma for Bid Security Deposit (EMD)

(To be typed on Stamp Paper for the BG issued by the Banks located in India)

Date of Issue.....

Effective Date:.....

Expiry Date:.....

Value of B.G.:.....

To

The Head of Chancery,
Embassy of India,
2107 Massachusetts Ave. NW,
Washington DC 20008,
U.S.A.

WHEREAS

M/s.....(hereinafter called "the Bidder") is submitting its bid/offer dated for providing outsourcing services for Visa, OCI, Renunciation, Passport and GEP verification at the Embassy of India, Washington DC and at the Indian Consulates at Atlanta, Chicago, Houston, New York and San Francisco, in response to the Tender No..... dated..... published by Embassy of India, Washington (hereinafter called "the Mission"), as an irrevocable Bank Guarantee (B.G.) towards Bid Security Deposit/Earnest Money Deposit (EMD) for an amount of **US\$235,000** valid upto **26.03.2021** (45 days beyond the final bid validity period), is required to be submitted by the Bidder with the Tender documents as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Mission under any or all of the following conditions:

1. the withdrawal or revision of bid by the Bidder during the bid validity period, or
2. non-acceptance of the Letter of Award of Contract by the Bidder during bid validity period, or
3. failure to execute the Contract within the prescribed contractual time-frame as per the contractual terms and conditions, or
4. on the happening of any contingencies mentioned in the Tender.

KNOW ALL PEOPLE by these presents that WE.....(name and address of Bank) having our registered office at..... (address of Bank) (hereinafter called "the Bank") guarantee and undertake to pay immediately on first demand by the Mission the sum of **US\$235,000** without any reservation, protest, demur and recourse. Any such demand made by the Mission shall be conclusive and recourse. Any such demand made by the Mission shall be binding on the Bank irrespective of any dispute or difference raised by the bidder.

The Bank Guarantee shall be irrevocable and shall remain valid upto 45 days beyond the final bid validity period (i.e. 26.03.2021). If any further extension is required, the same shall be extended to such required period on receiving instruction from the bidder on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

- (a) this Bank Guarantee shall be valid upto **26.03.2021** (i.e. 45 days beyond the final bid validity period),
- (b) the total liability of Bank under this Bank Guarantee shall be limited to **US\$235,000** (EMD amount),
- (c) we, the Bank, are liable to pay the claimed amount under this Bank Guarantee only and only if the Mission serves upon the Bank a written claim on or before **26.03.2021**.

We undertake to pay the Mission upto the above amount upon receipt of its first written demand, without the Mission having to substantiate its demand, provided that in its demand the Mission

will note that the amount claimed by it is due owing to the occurrence of one or all of the above conditions, specifying the occurred condition or conditions.

The Bank Guarantee will remain in force upto and including **26.03.2021** (i.e. 45 days beyond the final bid validity period), and any demand in respect thereof should reach the Bank not later than the above date.

This Bank further agrees that the claims if any against this Bank Guarantee shall be enforceable at our Branch office at.....

Place:

SEAL
Code No.

Signature

Name of Bank:

Address:.....

Date:.....

Note:

1. Bidder should ensure that the seal and Code No. of the signatory is put by the Bankers, before submission of BG.

2. Stamp paper is required for the BG issued by the Banks located in India.