



Projects & Development India Limited

(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,

Dist. Gautambudh Nagar , Uttar Pradesh

Phone - 0120-2529842/43/47/51/53/54

Fax - 01202529801/2541493

GSTIN No: 09AABCP1722G1ZP

CIN:U74140UP1978GO1028629

INVITATION TO BID

To :	ITB Number	11/PNMM/E/2409/2017-18/100932
Open-Vendor	Type of Bid	Two part
	Type of Opening	Public Opening
	Date of Issue	31.07.2017
	Bid Closing Date	16-08-2017 Time : 11:30:00 AM
	Tech. Bid Opening Date	17-08-2017 Time : 11:30:00 AM
	Price Bid Opening Date & Time	TO BE INFORMED LATER ON.
	Venue of Bid Opening	PDIL BHAWAN,A-14, SEC-1, NOIDA
	Earnest money Deposit	RS. 12000/-
	Delivery/Completion Period	30 DAYS FROM THE DATE OF ISSUE OF LOI/ PO
	Tenure/Periodicity of Contract	ONE(01) YEAR

Projects & Development India Limited (PDIL) is a Govt. of India Undertaking under the administrative control of the Dept. of Fertilizers, Ministry of Chemicals & Fertilizers. PDIL invites bid in sealed cover addressed to Addl. General Manager and H.O.D (M.M), ITB reference no. and bid closing date & time duly super scribed on the cover for the under mentioned job, subject to the terms and conditions and scope of servise attached here in.

SL. No.	Material/MSN Code/ SAC Code	Description	Quantity	Unit
10		Subs. & support services of AutoCAD	1	AU

Enclosure:

- 1) Pre-Qualification Criteria for Bidders –Annexure-I
- 2) Instruction to bidders –Annexure-II
- 3) General Conditions of Purchase –III,
- 4) Technical Scope –Annexure–IV
- 5) Schedule of rates –Annexure-V,
- 6) Check List-Annexure-VI



Projects & Development India Limited

(A Govt. of India Undertaking)

Post Box No.125,A-14, Sector-1 , Noida - 201301 ,

Dist. Gautambudh Nagar , Uttar Pradesh

Phone - 0120-2529842/43/47/51/53/54

Fax - 01202529801/2541493

GSTIN No: 09AABCP1722G1ZP

7) Self Declaration-Annexure-VII

8) Format of Details for payment-Annexure-VIII

9)PBG Format-Annexure-IX

10)Details of existing AutoCAD Licenses- Annexure- X

For & on behalf of
Projects & Development India Ltd.

(P. R. Sahu)

Addl. General Manager (MM)

LIST OF CONTENTS

1.	Pre-Qualification Criteria for Bidders	- Annexure-I
2.	Instruction to bidders	- Annexure-II
3.	General Conditions of Purchase	- Annexure- III
4.	Technical Scope	- Annexure- IV
5.	Schedule of Rates	- Annexure- V,
6.	Check List	- Annexure- VI
7.	Self Declaration	- Annexure- VII
8.	Format of Details for payment	- Annexure- VIII
9.	PBG Format	- Annexure- IX
10.	Details of existing AutoCAD Licenses	- Annexure- X

PRE QUALIFICATION CRITERIA (PQC)

- 1) The Bidder / Service Provider should be an authorised reseller/partner of Auto Desk. Documentary evidence for the same should be submitted.
- 2) Net Worth of the company should be positive (+ve) in last Financial year ending 31st March 2017. In support of the same, the bidder shall submit copies of Balance sheet and P&L Account (Audited / Certified copy by Chartered Accountant).

INSTRUCTION TO BIDDERS

1.0 Any bidder who meets the Bidder's Pre-Qualification Criteria as per ITB and intends to quote against this tender may download the bidding document from PDIL **website <http://pdilin.com>** OR Central Public Procurement Portal **<https://eprocure.gov.in/cppp>** and submit the Bid complete in all respects as per terms & conditions of contract on or before the bid closing date and time.

2.0 **Submission of Bid**

Bidders are required to submit their bids under three envelopes as detailed below:

Envelope (A)

1) Earnest Money Deposit (EMD) as per clause No 5.0 below.

OR

A copy of valid Registration Certificate, in case of NSIC/MSE registered Companies.

2) Annexure -VIII Format of Bank Details (RTGS) for on line payment, all the details duly filled in.

Envelope (B) : Un-priced Technical and Commercial Bid along with the following documents (photocopies) shall be in this envelope:

a. Documents in support of 'Pre-Qualification Criteria for Bidders' indicated in Annexure-I of ITB as per the requirement.

b. Complete ITB documents duly signed & stamped in each page with "Deviations"/"Exception" sheet (if any)

c. **Price Confirmation Copy** - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted

d. Copy of Check List as Annexure-VI enclosed duly filled by the bidder making all the points clear and not leaving any voids.

e. Photo copy of PAN card.

f. Copy of GST registration certificate

Any other document as per the requirement specified in the ITB.

Envelope (C) : Price Bid i.e. Annexure-V, Schedule of Rates with quoted rates against each head, signed and stamped.

All the above three envelopes should be super scribed with respective **Envelope no., ITB No. and closing date of the bid**. These three envelopes should be sealed and placed in a fourth envelop which should be addressed to the under mentioned and super scribed with our **ITB No. on the cover of your quotation with due date**. You are requested to clearly mention the details enabling us to identify your quotation for the job under reference. Sealed quotations must be submitted addressed to:

To,

Addl. General Manager &HOD (MM)

Projects & Development India Limited

PDIL Bhawan, A-14, Sector-1, Noida – 201 301,Gautam Budh Nagar, (U.P.)

e-mail: prsahu@pdilin.com ; sbanerjee@pdilin.com

3.0 **Opening of Bids:**

Bid opening will be Public. Envelope A and B only will be opened on Technical Bid Opening Date. Price Bids (Envelope C) of only those bidders will be opened which will be considered technically and commercially acceptable.

4.0 **Price Evaluation Criteria:**

Price Evaluation of Bids shall be done considering the quoted prices by the bidder in the Schedule of rates i. e Annexure-V along with taxes and duties, on overall lowest bidder considering the Input Credit against payment of GST by PDIL.

In case of any discrepancy, unit rate shall prevail for calculation to arrive at the total price.

In case a bidder does not fill up any amount and leaves it blank or writing 'N/A' or put '-' against any item of Price Schedule, it shall be deemed that cost of such item (s) is included in other item by the bidder elsewhere in the quoted price.

5.0 **Earnest Money Deposit (EMD) :**

Earnest money deposit shall be submitted by way of Demand Draft/ Banker's Cheque only drawn on any Scheduled/ Nationalized Bank in favour of 'Projects & Development India Ltd. NOIDA. **Quotation/Bid without EMD may not be considered.** However, NSIC/MSE registered Companies are exempted from submission of EMD provided a valid Certificate in this regard is submitted.

5.1 EMD shall be refunded:

- To the unsuccessful bidders after acceptance of order by the successful bidder(s).
- To the successful bidder(s) after deposition of Security money/ confirmation by Bank of the Security cum Performance Guarantee submitted by bidder

No interest shall be payable on EMD.

5.2 EMD may be forfeited without prejudice to any other right or remedy of PDIL including but not limited to following circumstances:

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder
- OR
- b) In the case of successful bidder, if the bidder fails to accept the order
- OR
- c) If a bidder is found to have furnished Mis-representation or wrongful declaration/ presentation of qualifying data and other facts in their Bid.]

6.0 **Validity of Bids:** Prices quoted should remain valid for our acceptance for a minimum period of 90 days from the date of opening of technical bids. PDIL will not allow any revision in prices within validity period after sealed tender are opened.

7.0 If at any later date, it is found that documents, information and data submitted by the Bidder in the Bid, and based on which the Bidder has been considered eligible or successful or has been awarded the Contract is incorrect or false to the extent that had the correct or true information been made available to the OWNER at the time of Bid evaluation, the bid would have been declared ineligible or unsuccessful, the Bidder shall be forthwith disqualified or, as the case may be, the contract awarded based on such incorrect or false information shall be cancelled and the EMD/PBG/Security Deposit shall be liable to be forfeited.

- 8.0 Bidders are required to carefully go through the entire scope of ITB, terms and conditions, and other requirements before quoting. They should feel free to contact PDIL before submission of bid if they have any query on it. Once the bid is submitted, PDIL will presume that the bidder has understood thoroughly the Scope of Supply along with terms & conditions and all these are acceptable to them.
- 9.0 Bids shall be typed or written in indelible ink and must be free from corrections / erasing / overwriting etc. Any changes made must be authenticated with initial by the Bidder.
- 10.0 Bid shall be ideally in conformity to the Scope of supply/work along with all Terms & conditions, stipulated in the ENQUIRY. PDIL shall appreciate to receive a Bid having no deviation. However, under unavoidable circumstance, a Bidder may submit Deviations in a separate sheet, which PDIL at its own liberty may accept or reject. Deviations found elsewhere inside the Bid document shall not be considered. Deviations including condition(s), if any, found in the Price bid shall liable for rejection of a Bid in totality.
- 11.0 Bids must be submitted on or before the closing date and time physically in the bid box at the office of Addl. General Manager &HOD (MM), **Projects & Development India Ltd., PDIL Bhawan, A-14, Sector-1, Noida (UP)** or by registered post/courier on the above address so as to reach well in advance of the closing date and time. Offers received late are liable for rejection & no complaint shall be entertained in this regard for any reason whatsoever including postal/courier delay.
- 12.0 Bid through fax and e-mail shall not be acceptable.
- 13.0 PDIL reserve the rights to assess bidder's capability and capacity to perform the contract.
- 14.0 PDIL reserves the right to reject any or all the bids without assigning any reason whatsoever and does not bind itself to accept the lowest or any other bid. All bids in which any of the prescribed conditions are to be fulfilled or are incomplete in any respect are liable to be rejected. PDIL is at liberty to take any of the following actions in case of this ITB:
 - a) to cancel the tender without reference to the bidders.
 - b) to postpone the due date and time.
- 15.0 Bidders shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their bids even though Project & development of India Limited may withdraw the enquiry/tender or reject all bids.

GENERAL CONDITIONS OF PURCHASE

- 1.0 **Scope:** Shall be as per 'Scope of Services' (Annexure-IV) and Schedule of Rates (Annexure-V) enclosed with ITB
- 2.0 **Firm Price:** Price to be quoted shall be firm and subject to no escalation whatsoever during the contractual completion period including extended period, if any, except for any statutory variations i.e. change in the rate of tax & duty and/or inclusion of any new tax & duty.
Bid with variable price will not be accepted.
- 2.1 **Price Basis:** Duly executed at PDIL Bhawan, A-14, Sector-1, NOIDA.
- 3.0 **Taxes and duties**
 - 3.1 Goods & Service Tax (GST): GST shall be paid EXTRA as applicable as per GST law. Bidder shall clearly indicate the present applicable rate of GST in Percentage (%) along with corresponding HSN / SAC Code and enclose a copy of GST registration certificate along with the un-priced offer
PDIL shall avail Input Credit against payment of GST. Same will also be considered while evaluating the price bid. Relevant necessary documents shall be provided by the Contractor to enable PDIL avail the above credit set up.
 - 3.2 Bidders have to ensure that they **should file** the Tax return on time to avail input Tax credit, else the same shall be deducted from **EMD/Security Deposit/Running Bills**
 - 3.3 Statutory variation in taxes and duties including imposition of any new tax & duty, within the scheduled Completion period, as per Contract, shall be paid at actual on production of documentary evidence.
 - 3.3.1 In case of delay in execution, if there is any increase in the rate of tax & duty and/or there is imposition of any new tax/ duty by statutory authorities, PDIL shall restrict the payment of taxes & duties, as prevalent on the scheduled delivery/ completion period only, as mentioned in the P.O/Contract and amendment(s) there to.
 - 3.3.2 If there is any decrease in applicable rate of taxes & duties &/or there is any withdrawal of any tax & duty by statutory authorities, during the completion period including extended/amended period of P.O/Contract, shall accrue to PDIL's a/c.
- 4.0 **Period of Service:** For a period of 1 year from 26-July-2017 to 25-July-2018.
- 5.0 **Delivery/ Completion Period:** The vendor shall provide documentary evidence through OEM notification or AutoCAD license portal for subscription renewal and onsite support services for 50 network licenses of AutoCAD within 30 days from the date of issue of LOI/ PO.

Payment Terms:

6.0

- 90% payment of total contract value shall be released within 30 days of submission of your invoices after delivery, deployment and acceptance of the software at PDIL, Noida and PDIL, Baroda. duly certified by Engineer In Charge of PDIL.
- Balance 10% payment of total contract value shall be released subject to submission of Security cum Performance Guarantee/ Security Deposit, as mentioned herein below, failing which the same amount shall be deducted from the Contractor's Bill(s)

All payments will be made by account payee cheque or direct transfer in bank account through RTGS.

7.0 **Tax deduction at source**

Income tax, as applicable as per income tax act, shall be deducted at source from contractor's bills and a certificate towards this deduction shall be issued to the contractor. The bidder has to submit the Copy of PAN.

8.0 **Security Deposit:**

Security cum Performance Guarantee/ Security Deposit shall be applicable for P.O value more than Rs. 2.00 lac.

8.1 Security cum Performance Guarantee/ Security Deposit for an amount equivalent to 10% of P.O value shall be submitted within 15 days of issuance of P.O, in the form of Demand Draft (DD)/Banker's Cheque. The same shall be valid to cover delivery/completion period plus warranty/guarantee period, if any.

Bank Guarantee (BG) for Security cum Performance Guarantee/ Security Deposit shall be entertained for value \geq Rs 1.00 lac. PBG shall be valid to cover delivery/completion period plus three (03) months' claim period thereafter. PBG shall be issued by any Scheduled Commercial Bank. Format of PBG is enclosed herewith at Annexure-IX.

In the absence of submission of Security cum Performance Guarantee/ Security Deposit, the equivalent amount after adjustment of EMD amt., if any, shall be adjusted from the bill(s).

8.2 ~~In the case, where OEM's Guarantee/Warranty is applicable, as performance Guarantee, EMD shall be retained as Security Deposit which shall be refunded after 30 days on receipt and acceptance of Equipment/ Material(s).~~

8.3 No interest shall be payable on Security cum Performance Guarantee /Security Deposit.

8.4 PDIL, however, reserves the right to en-cash/ forfeit the Performance Guarantee / Security Deposit, if the Supplier fails to execute the P.O and/or abide by all the terms and conditions of the P.O.

8.5 Performance Guarantee / Security deposit shall be refunded after 30 days of completion of Guarantee / Warranty period / completion of delivery on the certification of Engineer In Charge for due fulfilment of the contractual obligations and after adjusting the expenditure incurred by the owner, if any, on account of any failure on the part of the contractor.

- 9.0 **Price Reduction Clause:** In the event of delay in execution beyond contractual delivery period, price reduction @ 0.5% per week or part thereof subject to maximum 5 % of total order value shall be recovered from supplier's bill(s)
- 10.0 **Insurance:** Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by supplier at his cost.
- 11.0 **Termination :**
In the event of unsatisfactory performance, PDIL reserves right to cancel part or whole of the order / contract and make alternate arrangement at any time during currency of contract on risk & costs of contractor and / or forfeit security deposit.
- 12.0 **Force Majeure:**
The act of God, epidemic, wars, revolution, and official strike shall be treated as force majeure condition. In event of occurrence of such condition neither party shall be responsible for delay in performance provided that it is notified within 07 days of its occurrence. The Supplier shall provide justification by documentation countersigned by the local chamber of commerce.
- 13.0 **Arbitration:**
All cases of dispute arising during execution of contract shall be resolved by mutual discussion of parties operating the Contract. In the event of failure to do so, matter will be settled as per Arbitration and Conciliation Act, 1996, as amended from time to time.
- However, wherever applicable, in case of settlement of commercial disputes between PSEs inter SE and PSE(s) and Government Department(s), the same shall be settled through Permanent Machinery of Arbitrators (PMA) setup in the Department of Public Enterprises(DPEs) as per the following Clause:
- “In the event of any dispute or difference relating to the Interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.
- The performance under this contract, shall not stop for any reason, whatsoever, during the said dispute / proceedings, unless the service provider is specifically directed by PDIL to desist from working in this behalf.
- 14.0 **Jurisdiction:**
The P.O shall be deemed to have been entered into at Noida/Vadodara/Sindri, for PDIL's different Unit, as the case may be and all cases of action in relation to the P.O shall, therefore, be deemed to have been assigned within its jurisdiction for respective Unit/location.

TECHNICAL SCOPE

SCOPE OF SERVICES: The scope of services shall include

- i. Subscription renewal and on-site support services for 50 licenses of AutoCAD software (35 licenses at PDIL, Noida and 15 licenses at PDIL, Vadodara) for a period of 1 year from 26.07.2017 to 25.07.2018.
- ii. The vendor shall provide the new versions of the software released, installation and technical support for proper operation of the software on-site within the contract period, free of charges. It would also include help in using the services available as part of the subscription.

SCHEDULE OF RATES

NAME OF BIDDER:

OFFER NO.:

Sl. No	Description of Services	Item 'SAC' Code	Unit	Qty.	Unit Price (Rs.)	Total Price (Rs.)
1.	Renewal of Subscription and support services for 50 network licenses of AutoCAD, for a period of 1 year from 26.07.2017 to 25.07.2018		network licenses	50 No.		
2.	Taxes & Duties					
2.1	GST @.....%					
2.2	Total Charges including GST					
Total price including taxes & duties in words: Rupees.....						

Note:

- i) Bidders are required to quote their rate strictly as per above format.
- ii) Present applicable rate in %age and corresponding amount of GST and **HSN/SAC Code against item** shall be indicated in the above Schedule of Rates.

Signature of Bidder :

Co's Name and Address : _____

GSTN No : _____

Date :

Stamp

CHECK LIST

(BIDDER MUST CONFIRM POINT BY POINT AND STRIKE OUT WHICHEVER IS NOT APPLICABLE)

NAME OF BIDDER:
 OFFER NO.:

SL. NO.	DESCRIPTION	BIDDER'S CONFIRMATION/ ACCEPTANCE/ COMMENTS
1.0	<u>Price Basis</u> : Duly executed at PDIL Bhawan, A-14, Sector-1, NOIDA	Confirmed
1.1	<u>Firm Price</u> : Rates shall be firm and subject to no escalation till the contractual completion period. As per Clause 2.0 of Annexure-III of ITB	Confirmed
2.0	EMD/ NSIC registration Certificate and Bank details. As per Clause 5.0 of Annexure-II of ITB	Submitted
3.0	<u>Payment Terms</u> : As per Clause 6.0 of Annexure-III of ITB	Accepted
4.0	<u>Security Deposit</u> : As per Clause 8.0 of Annexure-III of ITB	Confirmed
5.0	<u>Delivery/ Completion Period</u> : 30 days from the effective date i.e. date of issue of LOI/ PO. As per Clause 5.0 of Annexure-III of ITB	Confirmed
6.0	<u>Price Reduction Clause</u> : @ 0.5% per week or part thereof subject to maximum 5 % of total order value. As per Clause 9.0 of Annexure-III of ITB	Confirmed
7.0	<u>Validity</u> : Shall be 90 days from date of opening of technical bids Bid. As per Clause 6.0 of Annexure-II of ITB	Confirmed
8.0	<u>Price Confirmation Copy</u> - A copy of Priced offer(Annexure-V), keeping price blank (hiding the price) and in place indicating "Quoted" or "√", as a confirmation of price quoted against the enquired item and all applicable Taxes & Duties, shall be submitted shall be submitted along with Un-priced Techno Commercial BID.	Submitted
9.0(A)	Whether the Company is registered as M S E (Micro & Small Enterprises) if 'Yes', indicate the registration No. and enclose a copy of Registration Certificate.	YES / NO.
(B)	Whether the M S E Company is owned by SC / ST	YES / NO.
10.0	Photocopy of PAN card	Submitted
11.0	Copy of GST registration certificate.	Submitted
12.0	Address of IT counter where the bidder files Income Tax.	
13.0	Confirmation of Acceptance to all Terms and Conditions of the Tender Document in totality.	Confirmed
14.0	Name, Designation, Telephone Nos. & Fax No. of Contact Person for this Enquiry.	

It is confirmed that in case any of the terms and conditions mentioned in this summary are at variance with those indicated anywhere else in our offer; the condition indicated in this summary shall prevail.

SIGNATURE & STAMP OF THE BIDDER:

(Self Declaration on Bidder's Letter Head as per below performa)

DECLARATION

To ,

Projects and Development India Lid.

Noida – 201301

Subject : ITB No.Dt.

Sir ,

We hereby declare that M/s is neither put on Holiday or Black-listed by any
Government / PSU / Private firm or Financial Institution .

Signature

Name :

Designation :

Seal of the Bidder.

DECLARATION FOR ONLINE PAYMENT

1.0	COMPANY/ FIRM DETAILS:	
1.1	Name of Company/ Firm:	
1.2	Address: Phone No. E-mail ID:	
2.0	BANK DETAILS:	
2.1	Name of the Bank	
2.2	Address of the Branch Telephone No.	
2.3	9 Digit Code number of the Bank and Branch appearing on the MICR cheque issued by the Bank	
2.4	11 Digit NEFT/IFSC Code of the Bank Branch	
2.5	Account Type (SB/CC/CA)	
2.6	Bank Account No.(as appearing on the Cheque)	
3.0	Permanent Account Number (PAN) Under Income Tax Act.	
4.0	Service Tax Registration Number	
5.0	Name of Authorized Signatory	
6.0	Contact Person Name	

SIGNATURE OF AUTHORISED SIGNATORY OF THE FIRM

NAME: _____

OFFICIAL SEAL _____

DATE: _____

Note: Please furnish the above declaration for online payment duly typed on the Company's Letter head, filled in, signed by the authorized person with your Company's Seal.

SECURITY CUM PERFORMANCE BANK GUARANTEE
(STAMP PAPER TO BE PURCHASED ON NAME OF BANK)

This guarantee made this _____ day of _____ (Year in four digits) between a company incorporated in (mention name of the Bank/ company) _____ having its registered office at _____ (hereinafter called the "BANK" which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assigns) of the one part; and M/s. _____ (Purchaser), a company incorporated in India under the Indian Companies Act 1956 and having its registered office at PDIL Bhawan , A-14 , Sector-1 , Noida – 201301, Dist. – Gautambudh Nagar (U.P) (hereinafter called the "PURCHASER" which expression shall include its successors and assigns) of the other part.

WHERE AS M/s _____ (Seller) a Company incorporated in _____ and _____ having its Registered Office at _____ (hereinafter called the "COMPANY" which expression shall include its successor and assigns) have secured order Number _____ dt. _____ For supply/ supply-cum-erection of _____ at a total cost of _____ plus site supervision services on per diem rate basis as applicable from the PURCHASER / OWNER.

WHEREAS

1. It is one of the terms of the said order that the COMPANY shall furnish to the PURCHASER/OWNER a guarantee of a BANK which shall be for 10% of the value of the order and shall be valid for the duration of supply of the services covered by the said order and the period of defects liability in respect of the said services plus claim period of six months.
2. The BANK has at the request of the COMPANY agreed to give in favour of the PURCHASER a guarantee in manner hereinafter appearing which the PURCHASER has agreed to accept.

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In pursuance of the said agreement and in consideration of the premises the BANK hereby unconditionally guarantees to the PURCHASER due observance and fulfillment by the COMPANY of the terms of the said order relating to the said equipment and of the performance warrantees which is a part of the said order and agrees and undertakes that if the COMPANY fails to observe and fulfil the said terms of the said order and/or the performance warrantees then the BANK shall immediately pay to the PURCHASER on demand such sum or sums of money to the extent of ` _____ being 10% of the value of the said order on account of losses and damages suffered by the PURCHASER as may be claimed by the PURCHASER by reason of such non-observance and non-fulfillment by the company as aforesaid and shall also indemnify the PURCHASER against all losses and damages which may be suffered by the PURCHASER aforesaid and against all costs, charges, expenses which may be incurred by the PURCHASER in connection herewith.

2. The BANK hereby agrees that the decision of the PURCHASER as to the failure on the part of the COMPANY to fulfil their obligations as aforesaid and/or as to the amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.
3. All compensations and payments received by the PURCHASER from Bank on behalf of the COMPANY shall be regarded as payments in gross and in the event of the COMPANY BEING wound-up, the PURCHASER will be entitled to prove against the properties of the COMPANY in respect of the whole of the COMPANY's indebtedness to the PURCHASER without any right on the part of the BANK to stand in the PURCHASER's place in respect of or to claim the benefits of such imposition and payment or any security held by the PURCHASER until the PURCHASER shall have received the full amount of the PURCHASER's claims against the COMPANY.
4. This guarantee shall be in addition to and shall not affect or be affected by any other security now or hereafter held by the PURCHASER on account of the moneys hereby intended to be secured and the PURCHASER at its discretion and without any further consent from the BANK and without affecting the liability of the BANK and the rights of the PURCHASER against the BANK may be compound within given time or other indulgence to or make any other arrangement with the COMPANY and nothing done or omitted to be done by the PURCHASER in pursuance of any authority or permission contained in the guarantee shall affect or discharge the liability of the BANK.
5. Though as between the COMPANY and the BANK, the BANK is SURETY only, the BANK agrees that as between the PURCHASER and the BANK, the BANK is principal debtor to the PURCHASER.
6. This guarantee shall not be affected by any change in the constitution of the BANK or the COMPANY nor shall this guarantee be affected by any change in the constitution of the PURCHASER or any amalgamation or absorption with any other body corporated and this guarantee will be available to or enforceable by such body corporate.
7. The guarantee shall be continuing guarantee and continue to be in force notwithstanding the discharge of the COMPANY by operation of law and shall cease only on payment in full to the PURCHASER by the BANK of the amount hereby guaranteed and on the claim of the PURCHASER against the COMPANY on any account whatsoever being satisfied.
8. In order to give full effect to the provisions of this guarantee the PURCHASER will be entitled to act as if the BANK were the principal debtor to the PURCHASER and the BANK hereby waives all or any of its rights as surety.
9. This guarantee is irrevocable except with the written consent of the PURCHASER.
10. This guarantee shall remain valid up to _____.

11. Any notice by way of request demand or otherwise hereunder may be sent by post to the BANK addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the PURCHASER that the envelope so posted shall be conclusive.
12. These presents shall be governed by and construed in accordance with Indian Law.
13. Notwithstanding anything stated above, the BANK's liability to the PURCHASER under this guarantee shall be limited to _____ and the guarantee will remain valid up to _____ provided that unless a claim under this guarantee is made by the PURCHASER against the BANK within three (03) months of the said date of expiry of this guarantee, the claim shall be forfeited and the BANK shall be relieved and discharged from all liabilities under this guarantee.

IN WITNESS whereof the BANK has hereunto affixed its common seal the day and year first above written.

THE COMMON SEAL OF THE ABOVE NAMED BANK has hereunto been affixed in the presence of

DETAILS OF EXISTING AUTOCAD LICENSES

Contract	Program	Product Family /Release	Deployment	Qty	Required Subscription Renewal Date	Location
346-18607836	Subscription	AutoCAD	Networked	15	From 26-Jul-2017	Baroda
346-18608232	Subscription	AutoCAD	Networked	35	From 26-Jul-2017	Noida