

Clarifications and changes in Request for Proposal for Printing and Distribution of Yarn Passbook during the pre-bid meeting held on 10/07/2018.

S.No	Clause and Page No.	Original Clause	Comments received	Revised Clause/Clarification
1	New		What would be the size and specification of Envelope for the packaging and distribution of Passbook?	Size of the envelope should be such that it should accommodate yarn pass book properly without any folding.
2	New		Mode of delivery i.e. Speed Post, Registered Post or Courier etc?	Door delivery of the yarn pass book has to be ensured. The agency is free to choose mode of delivery
3	New		Proof of delivery (POD) should be from End user weaver's declaration or Certificate from DOPT or concerned courier service?	The proof regarding the door delivery is must. The signed acknowledgement from the weaver under whose name the yarn pass book is issued should be submitted.
4	Scope of work at Page no. 16	PAGES : Books of 18 pages	No. of Pages in Passbook should be in multiple of 4	The no. of pages will remain as per original clause of Scope of work.
5	New		Photograph of weaver should be coloured or B/W. whether it would be pasted or scanned image will be printed over passbook?	The photographs will be provided by NHDC as soft copy along with the data. The same are to be printed over the yarn passbook.
6	New		Purchase order will be issued for whole quantity in single lot or in part wise as and when required?	PO will be issued as and when required.
7	New		Considering the quantum of passbook, bidders suggested to split the tender among L1 & L2 at the price of L1 in portion of 60:40.	The bidder should apply for the whole work and not for part. The bids received for part work will be summarily rejected. However, NHDC reserves the right to distribute the work amongst more than one bidder at L1 rates upto maximum three bidders in the following manner: <ul style="list-style-type: none"> • If distributed between L1 and L2 at L1 rates: L1 – 70%, L2 - 30% • If distributed between L1, L2 and L3 at L1 rates: L1 – 50%, L2- 30%, L3 – 20%.

8	Scope of work at Page no. 16	SEWING: Centrally stitched.	Passbook should be centrally stitched/binded or centrally sewed?	Centrally sewed.
9	New		Format of Bank Guarantee for Earnest Money Deposit (EMD) and Performance bank Guarantee	Attached as Annexure 6 & Annexure 7

Format of Bank Guarantee for Earnest Money Deposit (EMD)

BG No.

Date:

1. In consideration of you, National Handloom Development Corporation Ltd., A Government of India Undertaking, Ministry of Textiles, Wegmans Business Park, 4th Floor, Sector Knowledge Park – 3, Surajpur Kasma Road, Greater Noida- 201306 (hereinafter referred to as the

“Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of **[Name of company]**, (hereinafter referred to as the

“Bidder” which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for Printing and Distribution of Yarn Passbook for [name of assignment] pursuant to the RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as “Documents”), we [Name of the Bank] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of relevant clause of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFP Document.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the

claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 90 (Ninety) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the

Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Format of Bank Guarantee for Performance Security

**National Handloom Development Corporation Ltd,
Wegmans Business Park,
Tower 1, Sector Knowledge Park – 3,
Surajpur Kasna Road, Greater Noida – 201306
(With due stamp duty if applicable)**

OUR LETTER OF GUARANTEE No. : _____

In consideration of National Handloom Development Corporation Ltd, having its office at GreaterNoida– 201 306 (INDIA) (hereinafter referred to as “NHDC” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on _____ M/s _____ (hereinafter referred to as “The Service Provider” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Service Provider having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and NHDC having agreed that the Service Provider shall furnish to NHDC a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (Ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Service Provider) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay up to but not exceeding _____(say _____only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Service Provider having failed to perform

the Agreement and despite any contestation on the part of above named Service Provider.

This guarantee will remain in force up to date of validity and any demand in respect thereof should reach the Bank not later than the specified date/dates. However, notwithstanding anything else contained to the contrary in this Guarantee, if the service provider does not submit the fresh performance bank guarantee till 15 days before expiry of this performance bank guarantee, the Purchaser may either forfeit the guarantee or ask the Bank to extend validity of the Bank Guarantee. In the latter situation, the Bank shall comply with such a request of extension.

Authorized Signature

Manager

Seal of Bank