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Avenida Paulista, 925
Sao Paulo, Brazil
CEP 01311-100

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REQUEST FOR PROPOSAL FROM SECURITY SERVICES PROVIDERS FOR ONE LOCAL
SECURITY GUARD FOR SWAMI VIVEKANANDA CULTURAL CENTRE, SAO PAULO

TABLE OF CONTENTS

Disclaimer	3
Process of Selection	4
Fact Sheet	5-6
1. Introduction	7
2. Invitation	7
3. Layout of RFP	7
4. Issue of RFP	7
5. Part I - Scope of Work	8
6. Part II - Eligibility Criteria & Evaluation Process	11
7. Part III - Instructions to Bidders	12
8. Part IV - Standard Conditions of Contract	16
9. Part V - Special Conditions Applicable.....	24
Annexures	
10. Format for Financial Bid (Annexure-I)	26
11. Details of Company (Annexure-II)	27
12. Power of attorney (Annexure-III)	28
13. Undertaking by Bidder (Annexure-IV)	30
14. Financial Details of Bidder (Annexure-V)	31
15. Declaration of Non-Blacklisting (Annexure-VI)	33
16. Non-disclosure Agreement (Annexure-VII)	34
17. Format for Bank Guarantee (Annexure-VIII)	36
18. Format for Advance Bank Guarantee (Annexure-IX)	38

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document is provided to the Bidder(s), by Consulate General of India(hereinafter referred to as "CGI"), on the terms and conditions set out in this document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals/Quotations. This RFP document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for CGI to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources. CGI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. CGI may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document without any further notice.

PROCESS OF SELECTION

The process of selection of successful agencies would be as follows:

- i. Issue of RFP.
- ii. Pre-Bid Meeting/Clarification/Corrigendum (if any).
- iii. Submission of Bids.
- iv. Opening of Technical Bids.
 - a. Pre-Qualification evaluation
 - b. Technical Bid Evaluation of Pre-Qualified Bids
- v. Opening of Financial Bids only for the Bidders that are technically qualified.
- vi. Issue of Work Order to the bidders whose proposals have been ranked as highest total points (H1) on the basis of Technical and Financial Evaluation criteria as per the terms of this RFP.

FACT SHEET

<u>S No</u>	<u>Key Information</u>	<u>Details</u>
1.	Assignment Title	Request for Proposal (RFP) from Security Service Provider for one Local Security Guard at SVCC.
2.	Purchaser	CGI Sao Paulo
3.	Location	Rua Bela Cintra 178, Bela Vista, Sao Paulo
4.	Date of publication of the RFP	14/01/2025
5.	Last date of submission of queries	24/01/2025
6.	Bid Submissions	Online bids to be submitted on CPP Portal www.eprocure.gov.in and physical copies to be dropped in tender box placed at reception of CGI Sao Paulo, Avenida Paulista 925, 7th Floor, Sao Paulo
7.	Method of Selection	Two bid system: (Technical fr Financial)
8.	Earnest Money Deposit (EMD)/Bid security	The bidder is required to submit an EMD of R\$ 1.000 (Reais seventy thousand only) valid for 45 days beyond the final bid validity period. EMD shall be in the form of bank transfer in the account of CGI Sao Paulo :-

		<p>Bank Name: Banco Rendimento Sao Paulo</p> <p>Bank Number : 633 Agency: 00019</p> <p>CNPJ : 04.698.048/0001-76</p> <p>Account Number: 589322600-7</p> <p>EMD will be refunded after selection of service provider.</p>
9.	Performance Security	<p>3% of the estimated contract value to be submitted by the selected service provider in the bank account of the Consulate :-</p> <p>Bank Name: Banco Rendimento Sao Paulo</p> <p>Bank Number : 633</p> <p>Agency: 00019</p> <p>CNPJ: 04.698.048/0001-76</p> <p>Account Number: 589322600-7</p> <p>The performance security will be refunded after completion of all contractual obligations by the service provider.</p>
10.	Last Date and time for submission of Bids	06/02/2025
11.	Opening of Technical Bids	07/02/2025
12.	Opening of Financial Bid	To be informed later
13.	Scope of Work	The detailed scope of work is provided at Part - I of this RFP

14.	Language of Bid	The bid should be submitted in English
15.	Currency for Bidding Bid	All quoted bids shall be in Local currency (BRL)
16	Validity	150 days from the date of submission of Bid
17.	Bid documents	Issue Bidders must submit their bids in line with the requirements stated in this RFP.
18.	Issue of Work Order	To be informed later
19.	Address for Communication	Head of Chancery, CGI Sao Paulo Avenida Paulista 925, 7th Floor Sao Paulo Phone : +55 11 976454967 Email: hoc.saopaulo@mea.gov.in

1. Introduction

- (a) Swami Vivekananda Cultural Centre (SVCC) is located at Rua Bela Cintra 178, Bela Vista, Sao Paulo. SVCC hosts cultural classes and organises events as well towards outreach activities of Indian culture.
- (b) There is a requirement of one local security guard to man the entrance for the public in SVCC.

2. Invitation:

- (a) CGI invites Tenders from Security Service Providers (SSP) to provide one local security guard (unarmed) to be deployed at SVCC from 9 AM to 6 PM on all working days. He may be required on closed days for few hours as and when required on advance intimation. The detailed scope of work is listed in Part 1.
- (b) The objective is to engage SSPs that have an extensive background in providing reliable and trusted security services and expertise in strengthening the security of SVCC premises and its members.

3. Layout of RFP: This RFP has been divided into five parts as follows:-

- (a) **Part I.** Contains essential details of scope of work, services required, etc.
- (b) **Part II.** Contains Pre-Qualification Evaluation Criteria, Technical and Financial Evaluation.
- (c) **Part III.** Contains General Information and instructions for the Bidders about the RFP such as the date, time and place of submission of bids and opening of tenders, validity period of tenders, EMD etc.
- (d) **Part IV.** Standard Conditions of RFP, which will form part of the contract with the Selected Bidder.
- (e) **Part V.** Contains special conditions applicable to this RFP and which will also form part of the contract with the Selected Bidder.

4. Issue of RFP: This RFP is being issued with no financial commitment and CGI reserves the right to change or vary any part thereof at any stage. CGI also reserves the right to withdraw the RFP at any stage.

5. PART I - SCOPE OF WORK:

- Deployment of able-bodied security guard (Male) at SVCC premises from 9AM -6 PM on working days
- The security guard would be assigned to scrutinise entrance of public at SVCC under guidance of superior officers of SVCC
- The security guard will be provided a seating area near the main entrance with basic facilities such as drinking water, access to toilets etc.

Qualitative Technical and Administrative Requirements for Deployment of Local Security Guard under Agreement

Standards for LSG: The Security Guard should meet the following qualitative requirements :-

- (a) **Experience:** LSG should have min 5 yrs of security service experience.
- (b) **Fluency in English:** LSG shall be English speaking for communication with the officers of SVCC and members of SVCC.
- (c) **Knowledge:** LSG should have sufficient knowledge of the city and should be well conversant with all the local emergency numbers.
- (d) **Turnout:** LSG should be provided uniform with laced shoes.
- (e) **Medical Condition:** LSG should be medically fit with COVID vaccination certificate.
- (f) **Conduct:** The manner, etiquette and behaviour of LSG should be sober, amicable and acceptable as per societal norms.
- (g) On account of undesirable behaviour/conduct, any LSG is liable to be changed immediately, if instructed by the concerned officer from CGI or SVCC.
- (h) **Mobile Phones:** LGS will be in possession of mobile phone. However, they are required to be put in silent mode.

6. PART II - ELIGIBILITY CRITERIA EVALUATION PROCESS:

6.1 Minimum eligibility criteria: The minimum eligibility criteria to participate in bidding process is as tabulated below:-

<u>S No.</u>	<u>Basic Requirement</u>	<u>Specific Requirement</u>	<u>Documents Required</u>
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(a)	Legal Entity	The Applicant and partners/agencies under Consortium/Joint Venture should be a company registered in Brazil for at least 5 (Five) years.	-Copy of valid registration certification. -Copy of Certificates of incorporation.
(b)	Turnover	Annual Turnover of the Company of any Three financial years during the last six financial years (consideration kept due to Covid period), i.e from FY 2018-19 to FY 2023-24 (as per the last published audited balance sheets), should be more than R\$75.000 (seventy five thousand reais) in each financial year.	-Copy of Audited Annual Accounts or CA. -Turnover's Certificate of the organisation with CA's Registration Number/Seal (format at Annexure V). -In case the audited Financial Statement for the FY 2022-23 is not available, then bank statements duly certified by the concerned bank can be submitted.
(c)	Experience	The agency shall have experience in supplying security services for at least 03 times for Foreign Diplomatic Missions/Renowned private organisations. In addition, the agency shall have at least 10 years of experience in offering Security services.	-Work Orders/Work Completion -Certificates/MoU and Receipt of Final Payment from the client
(d)	Geographical Presence	Bidding Companies must have offices or offices of their co-partners centres in Brazil.	Address, Contact Details along with documents of office registration or any legal proof of presence of office including rent agreements in name of company. Rent agreement post 31 July

			2023 will not be considered.
(e)	Tax Registration	Bidding company shall hold valid registration under Brazilian tax laws.	Copies of relevant certificates of registration.
(f)	Non-Blacklisting	Bidding company should not be blacklisted by any private or government organisation/business house in Brazil.	Self-Undertaking in this regard to be submitted (format at Annexure VI). Also bidding agencies have to declare the total number of arbitration cases they had in the past and are currently going on with any government agencies and ministries.
(g)	Manpower	Minimum manpower available in the company should be 25.	Affidavit regarding number of manpower should be furnished.

6.2 Evaluation Process:

6.2.1 : Evaluation Criteria:

(a) The two bid systems (Technical and Financial) shall be followed for this tender. The bid (complete in all respect) shall be submitted online at Central Public Procurement Portal/Website: <http://eprocure.gov.in/eProcure/app> as well as Physical bids sealed in two separate envelopes /covers (**one for technical bids and second for financial bids**) to be dropped in tender box placed at reception of CGI Sao Paulo. Top centre of each envelope shall have heading in capital letters as follows:

(i) **Technical Bids for selection of SSP for SVCC- "Name of Bid submitting agency"**

(ii) **Financial Bids for selection of SSP for SVCC- "Name of Bid submitting agency"**

(b) Tender boxes will be opened at pre-designated time as mentioned in fact sheet, interested agencies may send their representatives physically during tender opening.

(c) The agencies which will qualify technical parameters as mentioned in Para 6.1 will only be eligible for opening of their financial bids.

6.2.2 : Technical Evaluation Criteria:

SSPs need to submit all the relevant documents to justify basic minimum criteria related to parameters mentioned in para 6.1. After evaluation of the Technical Bids from SSPs by the TEC, the financial bids of all SSPs fulfilling minimum eligibility criteria (para 6.1) would be opened.

6.2.3 : Financial Evaluation Criteria:

(a) The bidders shall submit their financial bids as per the format at Annexure-I.

(b) Based on the financial scores, L1 quotations will be established.

(c) **The amount quoted for** providing one security guard should be inclusive of all charges. There should not be any hidden cost, chargeable to CGI in the name of any mandatory payment such as social security in respect of the guard. **The applicability of the quoted rates will be valid till the validity of this contract**

7. PART III- INSTRUCTIONS TO BIDDERS:

i) Schedule of RFP Selection Process:

(a) The timeline for the RFP process is as follows. While no changes to this timeline are anticipated, it is subject to amendments owing to circumstances. Any such changes shall be promptly conveyed to the bidders through suitable corrigendum.

<u>Date</u>	<u>Action/ Event Description</u>
14.01.2025	RFP issued
06.02.2025	Last date for Submission of Bids
Will be informed later	Presentations scheduled
Post completion of all procedures	Anticipated decision and selection

(b) CGI at its sole discretion, reserves the right to extend the deadline for the submission of proposals (PDD) uniformly for all bidders by issuing an corrigendum.

ii) Instructions for Submission of Proposals:

(a) The bid shall be submitted online at Central Public Procurement Portal Website: <http://eprocure.gov.in/eprocure/app>. Physical bids to be submitted in a tender box kept at reception of CGI Sao Paulo, at Avenida Paulista, 925, 7th floor, Sao Paulo as illustrated in Para 6.2.1(a) of this RFP.

(b) Tenderer/Bidders are advised to follow the instructions provided in this Tender document for e-submission of the bids online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app> before proceeding with the tender.

(c) All documents as per tender requirement shall be uploaded online through CPP Portal Website: <http://eprocure.gov.in/eprocure/app>.

(d) Online bids without any of the required documents will be summarily rejected.

(e) Both technical and financial bids are to be submitted concurrently duly signed digitally on the Central Public Procurement Portal.

(f) The bidders shall have a valid digital signature certificate for participation In the online tender. The cost of digital signatures, if any, will be borne by respective bidders.

(g) Prospective bidders are accordingly advised to go through instructions provided at Central Public Procurement Portal.

(h) The online bids (complete in all respects) must be uploaded online in Two Covers (Cover- I: Technical and Cover-II: Financial bid).

(i) The bidder must submit their financial bid in the prescribed format (BOQ.XXXX File)- specified at **Annexure-I** of this tender document and no other format is acceptable. Bidders are required to download the BOQ File, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name and the same bids shall be dropped physically at the tender box of CGI Sao Paulo.

(j) The bidder shall bear all costs associated with the preparation and submission of its bids and the CGI will in no way be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. It is also clarified that no binding relationship will exist between the CGI and any of the bidders until execution of contract.

iii) Validity of Bids

Bids shall remain valid and open for acceptance for a period of 150 days from the last date of submission of Bids.

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

(b) The CGI may seek for extension of validity of bids with mutual agreement between CGI and bidders, without any modifications and without giving any reasons thereof.

iv) Barnett Money Deposit.

(a) Bidders are required to submit as part of the bid as an Earnest Money Deposit (EMD)/Bid Security of R\$ 1000 (One Thousand Reais only). The scanned copy of bank transfer must be uploaded on CPP Portal and original to be delivered to CGI Sao Paulo at Avenida Paulista 925, 7th Floor Sao Paulo on or before the last date of bid submission. The bidder is required to submit EMD in the form of bank transfer to CGI bank Account :-

Bank Name: Banco Rendimento Sao Paulo Bank Number : 633

Agency: 00019

CNPJ : 04.698.048/0001-76

Account Number: 5893226007

(b) EMD of all bidders except in case of the bidder obtaining the work order will be returned to them not later than 30 (Thirty) days after the declaration of results of technical stage. **EMD with CGI for the purpose of tender will earn no interest.** EMD will be forfeited on account of one or more of the following reasons:-

(i) The Bidder withdraws/modifies without notice his bid during the period of bid validity. In such a case, the CGI may also debar it from

participating in future tenders.

(ii) In case the Selected Bidder fails to sign the Contract in time and furnish performance guarantee.

(iii) In case selected bidder submitting unwillingness or failing to supply services in allocated city/cities.

(iv) As felt or observed by ministry on account of any kind of misappropriation or for trying any sort of influence to get the work order

(c) The Selected Bidder's EMD shall be returned, upon submission of the Performance Guarantee and signing of the Contract.

v) Rejection of bids.

Any proposal received after the closing time for submission of proposals shall be returned unopened.

(b) Notwithstanding anything contained in this RFP, the Ministry reserves the right to accept or reject any bid and to annul the selection process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof. No tenders/bidders shall have any cause or claim against the Ministry for rejection of their bid.

(c) Any failure on the part of the bidder to observe the prescribed procedure, canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD.

(d) Failure to furnish all the information required in accordance with the RFP may result in rejection of the bid.

(e) The contract shall be promptly terminated if it is found that the firm is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

vi) RFP Queries:

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for the tender or the contact person as follows:

Head of Chancery
Consulate General of India Sao Paulo
Avenida Paulista 925, 7th Floor Sao Paulo
Phone : +55 11 976454967
Email: hoc.saopaulo@mea.gov.in

- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk no 1800 3070 2232

vii) Acknowledgement by Bidder:

The bidder must submit an acknowledgment as per format placed at **Annexure IV** along with Technical Bid stating that the bidder has :-

- (i) Made a complete and careful examination of the RFP;
- (ii) Received all relevant information requested from CGI;
- (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Ministry;
- (iv) Satisfied itself about all matters, things and information necessary and required for submitting an informed bid and performance of all of its obligations there under;
- (v) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (vi) CGI shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the selection process there under, including any error or mistake therein or in any information or data given by the CGI.

viii) Issue of Work Order:

- (a) After selection, a Letter of Award (LOA) incorporating all clauses, terms and conditions of this RFP shall be issued, in duplicate, by CGI to the selected SSP and the selected SSP shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received within the stipulated date, CGI may, unless it consents to extension of time for submission thereof, cancel the LOA.
- (b) In case the successful bidder fails to sign the contract within days of award of work (date of issue of LOA), a show-cause notice may be issued to the company on the same and the company may be debarred and blacklisted from bidding in future, upon providing unsatisfactory explanation.
- (c) The engagement shall be effective on the date of its signing of contract and shall continue until two years with a provision of extension of contract for one *more* year with mutual consent of parties **on the same rates and terms and conditions or** unless otherwise terminated by CGI.
- (d) Failure of the successful bidder to agree with the Terms & Conditions of this RFP post selection shall invite penalties.

ix) CGI reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of CGI shall be final and binding.

8. PART IV- STANDARD CONDITIONS OF RFP:

8.1 The Bidders are required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract Agreement concluded with the successful Bidder (i.e. Contractor/ Supplier in the contract) as selected by the Ministry. Failure to do so may result in rejection of the Bid submitted by the Bidder.

8.2 The following Terms & Conditions of the Agreement with CGI shall be applicable:-

- a. CGI reserves the right to negotiate any or all RFP terms and conditions, and to cancel, amend or resubmit this RFP in part or entirety at any time.
- b. The bidder must certify that the prices offered were arrived at independently and without purpose of restricting competition with other bidders, including but not limited to subsidiaries, and that prices have not been and will not be knowingly disclosed to any other bidder unless required by law. Failure to comply with these requirements may result in CGI having to re-evaluate the selection of a potential bid. We may reject a proposal at

any stage if it is found that the company recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a company ineligible, either indefinitely or for a stated period of time, if at any time it is found that the company has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

- c. This RFP is not an offer to contract, but represents a definition of specific requirements and an invitation to qualified SSPs to submit a response addressing our requirements. Issuance of the RFP, your preparation and submission of a proposal, and subsequent receipt and evaluation of your proposal by CGI does not commit us to award a contract to you or any other respondent, even if all requirements stated in the RFP are met.
- d. All costs of participation including your proposal and subsequent activity in the selection phase are at your risk and any such costs, whether direct or indirect, are the sole responsibility of the bidder.
- e. Nothing in this document shall be construed as an offer by CGI and no terms, discussions or proposals shall be binding on either party prior to execution of a definitive agreement. CGI reserves the right to reject any part or the entire proposal. CGI's decision may be made on any basis it deems pertinent to this undertaking, regardless of whether or not a particular factor is described in this Request for Proposal or otherwise discussed between the parties.
- f. The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids open, due to bidders' failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

8.3 Period of Contract: The validity of the contract will be for a period of two years. "There may be a provision of extension of contract by 01 more year with mutual consent of parties on the **same rates and terms and conditions**". Performance under the Contract will be evaluated regularly and CGI reserves full rights to renew, replace or terminate the contract unilaterally in case services are not received as per time, quality and standard specified in the RFP.

8.4 Agreement Dee: The successful bidder shall execute an agreement for the fulfilment of the contract on notarised document at the time of award of contract. The incidental expenses of execution of agreement/Contract shall be borne by the successful bidder. Agreement/contract will be signed after the submission of the Performance Bank Guarantee (PBG) as per the format given at Annexure VIII which shall be 3% of the

estimated contract value.

8.5 Performance Security/Guarantee: The successful SSP shall provide a Performance Guarantee for the due and faithful performance of contract for a sum of 3% of the total estimated contract price before the signing of Agreement. Refusal or inability or delay by successful bidder to supply all deliverables as per scope of work at the contracted rate may result in termination of the contract and forfeiture of Performance Bank Guarantee (PBG) as well as disqualification of the bidder from participating in future tenders.

8.6 If the Contract is terminated by the successful SSP without giving stipulated period of notice (**i.e. minimum of 120 days**) or fails to observe the terms & conditions of the Tender and the agreement signed by the SSP with the CGI, the Performance Bank Guarantee will be forfeited without prejudice to the CGI's right to proceed against the SSP for any additional damages that this CGI suffers as a result of the breach of the aforesaid terms and conditions.

8.7 Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

8.8 Settlement of Disputes and Arbitration: All disputes, differences and questions arising out of or in any way touching or concerning the contract or the subject matter thereof or the representative's rights, duties or liability of the parties shall be referred to the sole arbitrator under the Arbitration and Conciliation Act 1996, the Arbitration and Reconciliation Amendment Act (2015) as amended up to date.

8.9 The Arbitration award will be final and binding upon the parties, and each party will bear its own costs of arbitration and equally share the fees of the arbitral tribunal unless the arbitral tribunal decides otherwise.

8.10 All disputes shall be subject to the exclusive jurisdiction of Courts at New Delhi only.

8.11 Consortium/Joint Venture: Agencies are allowed to form Consortium/Joint Venture(JV) and associations. However, agencies should have completed such Consortium/JV and associations before 31 Aug 2022 Any Consortium / Joint ventures or associations formed by agencies post 31 Aug 2022 will not be considered during technical evaluations. Maximum number of partners in Consortium/Joint venture would be 2 and the lead member of consortium/JV should at least meet 75% and other **members** should meet at least 50% of the criteria of **Annual Turnover** (para 7.1(b)). Legal entity criteria (para 7.1(a)) would be applicable on partners/agencies under Consortium/JV.

8.12 Penalty Clause:

- (a) If at any future point of time it is found that the bidder has submitted information which is factually incorrect or if the bidder does not fulfill any of the contractual obligations, the CGI may take a decision to cancel the contract with immediate effect, and/or debar the bidder from bidding prospectively in this and all other tender procedures for a period to be decided by the CGI and take any other action as deemed necessary.
- (b) The penalty with respect to its time period shall be quantified by the CGI at its own discretion/satisfaction.
- (c) It would be first and foremost the responsibility of the contractor to ensure that the services are being provided satisfactorily and the contract is executed as per agreed terms and conditions.
- (d) In the event of delayed or unsatisfactory services the CGI may recover a sum from the contractor equivalent to a minimum of 0.5% per week of the total contract value for any portion of **services** delayed/negligence in service as per the prescribed deliverables. The maximum amount which can be recovered would be 20% of the total contract value of the price for any portion of services delay/negligence in service.
- (e) Certain lapses which shall invite penalties are given below:-
 - (i) Late arrival of the Security Guard.
 - (ii) Improper behaviour.
 - (iii) Non-discharge of assigned duties

8.13 Compensation Clause: CGI **reserves** the right to claim compensation to cover its losses for organising rest of the events at a higher rate in case of non-performance or SSP rendering services which are not at par leading to termination of contract. CGI may also recover the extra expenses that need to be borne by CGI in case a new SSP has to be hired at a higher rate in case of non- satisfactory performance of SSP.

8.14 Termination of Contract:

- (a) In case the quality of service provided by the contractor is found wanting/ inadequate, the competent authority may terminate the contract agreement without giving any notice/grace period. In that case the competent authority may forfeit the Performance Security. In such cases of termination, work for pending meetings in that city may be allotted to other selected SSPs or a fresh contract may be concluded whichever deems fit to CGI.
- (b) In case of breach of any of the terms and conditions of the contract and/or unsatisfactory **services** by the vendor and/or the vendor goes bankrupt and becomes insolvent, CGI shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by CGI and in the event security deposit in the form of

performance bank guarantee may be forfeited and in such event the vendor is liable to be blacklisted by the client.

(c) If the contract is terminated by successful SSPs, the performance bank guarantee will be forfeited without prejudice to the **ministry's** right to proceed against the SSP for any additional damages that this ministry suffers as a result of the breach of the aforesaid terms and conditions.

8.15 Transfer and Sub-letting.: The SSPs shall not give, sell, assign or sublet or otherwise dispose of the Contract or any part thereof.

8.16 Mandatory contribution of employer towards social security:
The SSPs shall certify that the agency shall undertake payment for mandatory contribution of employer towards social security in respect of the security guard deployed at SVCC and no charges in this connection will be billed to CGI during the period of contract.

8.17 There will be no revision of rates during the contract period. The SSPs will not ask for any relaxation/variation of schedule/conditions.

8.18 Amendments: No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

8.19 Pre-Integrity Pact Clause: An "*Integrity Pact*" would be signed between the CGI and the successful company/ bidder. This is a binding agreement between the CGI and the Company for specific contracts in which the CGI promises that it will not accept bribes during the procurement and services process and the bidder promises that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Ministry to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:-

- (a) A pact (contract) between the CGI (Principal) and the successful Bidder Company for this specific activity;
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by successful Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by successful Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other

middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of signing of contract or upon demand of the Principal, especially when a suspicion of a violation by that successful bidder/contractor emerges;

(e) The explicit acceptance by the successful Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a successful Bidding company will be made “in the name for and on behalf of the company’s Chief Executive Officer”

(g) The following set of sanctions shall be enforced for any violation by the Bidder of its commitments or undertaking:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the bid security and performance bond;
- (iii) Liability for damages to the principal (i.e. CGI) and the competing Bidders; and
- (iv) Debarment of the violator by the Principal (i.e. CGI) for an appropriate period of time.

(h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance programme for the implementation of the code of conduct throughout the company.

8.20 Non-Disclosure and Confidentiality:

(a) The selected bidder and their personnel shall hold in confidence and will not, either during the term, or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of CGI or SVCC or its members to any third party, except to employees and approved subcontractors having a need to know, without the prior written content of CGI. A formal Non-Disclosure Agreement (NDA) will be signed to this effect as per Annexure VII of this RFP.

(b) The selected bidder will ensure that no information about the venue of meetings and software/ hardware/ policies of CGI or SVCC and meetings is taken out in any form including electronic form or otherwise, by the manpower posted by them.

(c) Additionally, the selected bidders shall keep confidential all the proprietary details and information regarding the event.

(d) The bidder shall not use Proprietary information for any purpose other than responding to this RFP. For the purpose of defining, the term “Proprietary Information” CGIs:-

- (i) Any information of CGI which is not openly communicated or accessible to third parties, whether or not marked or identified as confidential,

related technical data and knowhow, financial information, pricing, terms of sale, products, processes, plans, personnel, research and development projects or other aspects of the business of CGI/SVCC until such information shall have ceased to be proprietary as evidenced by general public availability and knowledge.

(ii) Information of a third party as to which CGI has no obligation.

(iii) Information produced by the Company in the course of performing the services. All tangible proprietary information in Company possession or control shall be promptly returned to CGI or destroyed on request or upon termination of this RFP, whichever occurs first.

(iv) The bidder is required to use reasonable care to protect the confidentiality of all such data.

(e) For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:

(i) Information already available in the public domain.

(ii) Information received from a third party who had the right to disclose the aforesaid information

(iii) Information disclosed to the public pursuant to a court order

(f) CGI shall retain all rights to prevent, stop and, if required, take the necessary punitive action against the selected bidder regarding any forbidden disclosure.

(g) The bidder shall not use CG or SVCC, images, or any data or results arising from the contract, beyond the scope covered under the contract, without first obtaining the prior written consent of CGI

8.20 Conflict of Interest:

(a) The SSP shall at all times during period of Contract take appropriate steps to ensure that neither the SSP nor any Staff is placed in a position where, in the reasonable opinion of the CGI, there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the SSP and the duties owed to the CGI under the provisions of the Contract. The SSP will disclose to the Authority full particulars of any such conflict of interest which may arise well in time.

(b) A Bidder shall not have a conflict of interest that may affect the Selection Process or the Contract execution (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CGI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the CGI for, inter alia, the time, cost and effort of the CGI including consideration of such Bidder's Proposal, without prejudice to any other

right or remedy that may be available to the Purchaser hereunder or otherwise.

(c) CGI, requires that the SSP provides solutions which at all times hold the CGI's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

(d) SSP shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the CGI. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(i) Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

(ii) Such Bidder has the same legal representative for purposes of this Application as any other Bidder; or

(iii) Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Contract of either or each of the other Bidder.

8.21 Force Majeure:

(a) CGI may consider relaxing the penalty and delivery requirements, as specified in the RFP document, if and to the extent the delay in performance or failure to perform its obligations under the contract is the result of Force Majeure. "**Force majeure**" as used herein CGIns any an event which is beyond the reasonable control of a party, and which makes a party's performance of its obligations impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force.

Force Majeure shall not include

(1) Any event which is caused by the negligence or intentional action of a party or such party's or agents or employees, nor

(2) Any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of the Contract, as well as avoid or overcome in the carrying out of its obligations.

(b) In the event of and within fourteen (14) days of the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause il' the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its

responsibilities under the Contract.

(c) The affected Party shall also notify the other party of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of any cause constituting force majeure shall take such action as it reasonably considers being appropriate or necessary in the circumstances, including granting the affected Party of a reasonable extension of time in which to perform any obligations under the Contract. This would not imply any compensation claims arising out of Force Majeure conditions on either of contracting Parties.

(d) If the contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the CGI shall have the right to suspend or terminate the Contract on the same terms and conditions with immediate effect. In any case, CGI shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure.

9. PART V - SPECIAL CONDITIONS APPLICABLE:

9.1 The bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the Selected Bidder. (i.e. the SSP in the Contract). Failure to do so may result in rejection of a bid submitted by the bidder.

9.2 Clause for Deliverables: The quantities of the deliverables given in this RFP as per para 6.3 are only indicative. **The Bidder submitting their bids for this contract CGIs that the agency has understood the requirement and agrees to all the terms and conditions mentioned in this RFP.**

9.3 Payment Terms Schedule and General Terms & Conditions

(a) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made through bank transfer.

(b) The payment will be made upon satisfactory performance of work. SVCC would certify the component while payment. Payment to selected SSP shall be made after final invoice submission by the company on successful completion of each month to the satisfaction of the CGI and SVCC.

(c) The invoices should be submitted along with complete details of the work undertaken during the month along with certification of satisfactory completion of work for which the bills are submitted.

- (d) SSP should submit the bill within 10 days of the conclusion of every month and the payment would be made within 10 days of receipt of the bill.
- (e) The price is payable in local currency i.e. BRL.
- (f) Payment is subject to applicable deductions/penalties as defined in this RFP. Payment will be made for actual services used by CGI.
- (g) The cost quoted in the financial bid shall remain fixed and not be subject to revision on account of variations in exchange rate, duties, levies etc conducted for the entire duration of the Contract.

9.4 Indemnification:

- (a) The SSP shall indemnify the CGI for an amount not exceeding 3 (three) times the value of the Contract for any direct loss or damage that is caused due to any deficiency in services provided by the Agency pursuant to the Contract.
- (b) The SSP shall defend and indemnify the Ministry, its officers and employees from and against any damages to real or tangible personal property and /or bodily injury to persons, including death, resulting from its or its employees' negligence or willful misconduct.

ANNEXURE-1

10. FORMAT FOR SUBMISSION OF FINANCIAL BIDS (City wise)

Item Rate

BoQ

Tender Inviting Authority: CGI Sao Paulo

Name of Work: REQUEST FOR PROPOSAL FROM SECURITY SERVICES PROVIDERS FOR ONE LOCAL SECURITY GUARD FOR SWAMI VIVEKANANDA CULTURAL CENTRE, SAO PAULO

Contract No: Sao/881/1/2023

Name of the Bidder/Bidding Firm/Company:					
PRICE SCHEDULE (This BoQ template must be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).					
Sl No.	Item Description	Quantity	Basic Rate in Figures to be entered by the Bidder in Rs.P	Total Amount without Taxes in Rs.P	Total Amount in Words
Total Figures					
Total Rate in Figures					
Quoted Rate in Words					

ANNEXURE-II

11. DETAILS OF COMPANY (On the Letter Head of the Company)

1. Name of the Bidder:
2. Incorporation (i.e. Agency, Company, Partnership or, Proprietorship)
3. Registered Office Address with telephone, fax, website and email
4. Date of Incorporation (Please attach copy certificate of incorporation/registration):
5. Describe your organisation and report structure:
6. Name of the contact person:
7. Designation:
8. Mobile Number & Telephone Number:
9. E-mail Address:
10. Fax Number:
11. CPF Registration number:
12. Average Annual Turnover:

Duly signed by the Authorised Signatory of the Bidder (Name, Title and Address of the Authorised Signatory)

POWER OF ATTORNEY

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name),.....son / daughter / wife of. and presently residing at.....,who is(presently employed with us and holding the position of.....,as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“Selection of SECURITY SERVICES PROVIDERS FOR ONE LOCAL SECURITY GUARD FOR SWAMI VIVEKANAND CULTURAL CENTRE, SAO PAULO)”** initiated by the Consulate General of India (CGI) including but not limited to signing and submission of all Bids/Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information/ responses to CGI , presenting us in all matters before CGI, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with CGI in all matters in connection with or relating to or arising out of our bid, for the said requirement and/or upon award thereof, to us and /or till the completion of the projected requirement.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us and shall be binding on us.

IN WITNESS WHEREOF WE,_____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____ 2024.

For._____Accepted

(Signature) (Name, Title and Address) of the Attorney

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Whenever required, the bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders for the delegation of power here on behalf of the company.*

ANNEXURE IV

UNDERTAKING BY BIDDER (On the Letter Head of the Agency)

Date:

**To,
Head of Chancery
Consulate General of India
Avenida Paulista 925
7th floor, Sao Paulo**

Ref: Selection of Security Services Providers For one Local Security Guard For
Swami Vivekananda Cultural Centre, Sao Paulo

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by the CGI. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communication issued by the CGI. We would be solely responsible for any errors or omissions in our Proposal.

2. We hereby declare that we have read and understood the rules governing the contract as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be

implemented as per the comprehensive stipulations and requirements that have been spelt out by the CGI, in this RFP and Bidding documents including adherence to the areas/capacities/specifications/regulations as have been detailed by the CGI in this regard.

3. We also commit to abide by the decision of the CGI on all matters relating to the planning and execution of the contract. Further we give undertaking for the following:

- a) Willingness to provide transport services in any city as allocated by CGI/TEC;
- b) Acknowledge to all the clauses/terms and conditions mentioned at para 8.9;

Duly signed by the Authorised Signatory of the Bidder (Name, Title and Address of the Authorised signatory)

ANNEXURE-V

FINANCIAL DETAILS OF BIDDER

Name of the Company:

S.N.	Particulars	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
1.	Turnover (in BRL in						

	thousands)						
2.	Average Turnover for any 03 years (in BRL in thousands)						

Note:

1. Attach certified copies of Annual Audited Balance Sheets and IT Returns Certificate for the 6 years.

2. The above data must be submitted by Bidder, duly certified by Statutory Auditor such as Chartered Account.

Signed

signature of CA/ Statutory Auditors

(Name of the Authorised Signatory)

(with seal for registration no.)

Place:

Date:

ANNEXURE-VI

DECLARATION ON NON-BLACKLISTING (On the Letter Head of the Agency)

I/We Proprietor/ Partner(s)/ Director(s) of M/s _____
hereby certified that, I/we M/s _____ have not been
blacklisted or debarred by any Summits Division/ Departments of Central/
State Government, International bodies like United Nations, World Bank or any
other organisation/ Funding Agencies as on date.

2. In case the above information is found false, I/We are fully aware that the
tender/ contract will be rejected / cancelled by the CGI and EMD/PBG shall be
forfeited. In addition to the above, the CGI will not be responsible to pay the bills
for any completed / partially completed work.

3. Apart from that I/we Also declare that my/our agency has... **(no of
ongoing litigation cases to be filled by agency, nature of litigation may be
any)** ongoing litigation cases against government agencies and had....**(no of
ongoing litigation cases to be filed by agency, nature of litigation may be
any)**.....cases against government agencies in the past. Brief detail is
as mentioned below:

(a) Brief about Ongoing Cases:

(b) Brief about past Cases:

**Duly signed by the Authorised Signatory of the Company (Name, Title
and Address of the Authorised Signatory)**

ANNEXURE-VII

FORMAT FOR NON-DISCLOSURE AGREEMENT

[The Non-Disclosure Agreement needs to be signed by a person duly authorised by the bidder. A copy of the the authorisation by the bidder (copy of Board resolution or Power of Attorney) should be provided along with the Non-Disclosure Agreement]

[Non Disclosure Agreement to be submitted on duly notarized stamp paper]

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] of the month of own [year], between, Consulate General of India, Sao Paulo, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address] WHEREAS 1. The CGI has issued a public notice inviting various organisations for 'Selection of **Security Services Providers For one Local Security Guard For Swami Vivekanand Cultural Centre, Sao Paulo** 2. the Bidder, having represented to the "CGI" that it is interested to bid for the proposed Project; The CGI and the Bidder agree as follows:

1. In connection with the Contract, the CGI agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information and shall at no point disclose about the meeting venues to any other party/persons and organisations;
 - b) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advice those persons of their obligations hereunder with respect to such Information;
 - c) Use the Information only as needed for the purpose of bidding for the Project;

d) Except for the purpose of bidding for the Contract, the bidder shall not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and

e) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

3. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

4. The Agreement shall apply to all Information relating to the Contract disclosed by the Purchaser to the Bidder under this Agreement.

5. Nothing contained in this Agreement shall be construed as granting or conferring rights of licence or otherwise, to the bidder, in any of the Information.

6. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of the Receiving party without assigning any reason and shall also be liable to proceed against in a Court of Law.

7. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.

8. This Agreement shall be governed by and construed in accordance with the Indian laws.

Disclosing Party

(Signature and Company Seal)

Name:

Designation:

Contact Details:

For and on behalf of the Bidder

(Signature and Company Seal)

Name:

Designation:

Contact Details:

Annexure VIII

Performance Bank Guarantee

CGI Sao Paulo

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for submission of RFP # <<RFP Number>> for Selection of agency to undertake event management for CGI. (Here in after called "the Bid") to CGI (hereinafter called 'the Purchaser').

Know all Men by these presents that we <<Company Name>> having our office at <<Address >> (hereinafter called "The Bank") are bound unto the Purchaser in the sum of INR<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Purchaser in the RFP; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser 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 in the subsequent Tender process after having been shortlisted.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand,

provided that in its demand the Purchaser 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.

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.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed BRL << Amount in figures>> (rupees <<Amount in words>> only).
- ii. This Bank Guarantee shall be valid up to <<insert date>>
- iii. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorised Signatory of the Bank)
Seal:
Date:

Annexure IX

Format for Advance Bank Guarantee

Sub: Advance Bank Guarantee no.for value..... [Insert ABG value here]**in respect of Work Order**, No (“WO”) Dtd. for value..... [Insert total WO value] for..... [Project name].

In consideration of CGI Sao Paulo (“the Purchaser”) agreeing to make advance payment of [Insert ABG value in figures and words] (“Advance Payment”) to... [Insert the name of the SUPPLIER with address, contact person's

telephone/mobile number and email address], having its registered office at [insert the full address] (“the Supplier”) which has been unequivocally accepted by the Supplier and the Supplier having agreed to provide an irrevocable Advance Bank Guarantee [“Advance Bank Guarantee”] in accordance with the terms and conditions of the said WO, we,.....[Insert the issuing Bank name and address, telephone and fax numbers] whose principal place of business is at [Insert the full Address] (“the Guarantor”) hereby unconditionally agree and undertake to hold at your disposal, [Insert ABG values] and agree with you as follows:

1. Under the terms of the said WO, the Purchaser has agreed to pay to the Supplier an advance payment of [insert the ABG value in figures and words)being ... % of the basic total contract value of the said WO, against furnishing of an Irrevocable Advance Bank Guarantee of equivalent amount by the Supplier.
2. The Guarantor at the request of the Supplier has agreed to give this unconditional and irrevocable Advance Bank Guarantee and agree and undertake not to revoke the same.
3. The Guarantor, hereby guarantee that the Supplier will duly comply and faithfully perform all their obligations and responsibilities under the said WO, failing which we, the Guarantor, do hereby unconditionally undertake to pay to the Purchaser ON MERE DEMAND AND WITHOUT ANY DEMUR AND WITHOUT RECOURSE TO THE SUPPLIER such amount or amounts as the Guarantor may be called upon to pay not exceeding in the aggregate a sum of [insert ABG value in figures and words]
4. The Advance Bank Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency or the Supplier but shall in all respects and for all purposes be binding and operative until payment of all monies due to the Purchaser under the Advance

Bank Guarantee are paid.

5. The decision of the Purchaser that any sum has become payable shall be final and binding on the Guarantor.

6. The Advance Bank Guarantee shall be governed by the laws of India.

7. We shall on simple demand from the Purchaser pay immediately to the Purchaser, the said amount of (Insert ABG value in figures and words) without any demur and without requiring the Purchaser to invoke any legal remedy that may be available to them, to compel the Guarantor to pay the Advance Payment amount, even if the Supplier considers such demand of the Purchaser is unjustified.

8. Any notice by way of request, demand or otherwise hereunder may be sent by courier, fax or by post to the Bank on or before the expiry date of the Advance Bank Guarantee. The Purchaser may lodge a request/demand in writing at our branch..... [Insert specific branch name and full address with tel/fax numbers] at on or before the expiry of the Advance Bank Guarantee as stated under clause no.9.

9. Our liability under the Advance Bank Guarantee is restricted to a sum of [Insert ABG value in figures and words].....and the Advance Bank Guarantee shall remain in force until.....[date] or such extended period as may be required by the Purchaser & Supplier and unless a claim under the Advance Bank Guarantee is lodged with us within three months from the date of expiry of the Advance Bank Guarantee at our branch i.e. on or before [date] or such extended period as the case may be, all your rights under the Advance Bank Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities under the Advance Bank Guarantee.

10. We confirm that all your claims under the Advance Bank Guarantee shall be payable at our above-mentioned Branch immediately.

11. We, further confirm that, we have powers to issue the Advance Bank Guarantee under our Constitution (including Memorandum and Articles of Association) and other applicable documents, and the undersigned have full powers to do so under the Power of Attorney/authorization granted to me/us by [Insert the Name of the Bank]. dated this.....day of 2025 Yours faithfully For and on behalf of Issuing Bank name Authorised Signatory Authorised Signatory.

Dated this day of 2025

Yours faithfully
For and on behalf of Issuing Bank name

Authorised Signatory

Authorised Signatory