



NORTH EASTERN DEVELOPMENT FINANCE CORPORATION LIMITED

EXPRESSION OF INTEREST FOR
DESIGNING, FABRICATION AND SETTING UP OF 3D SELFIE POINTS IN NER REGION

DISCLAIMER

This Expression of Interest (EOI) document **“FOR DESIGNING, FABRICATION, INSTALLATION AND MAINTENANCE OF 3D SELFIE POINTS IN THE NORTHEAST REGION OF INDIA”** contains brief information on the scope of work, eligibility requirements and details of the selection process amongst others for the successful bidder.

1. Intimation of discrepancies in the EOI Document, if any, may be given, by the Bidders, to the office of NEDFI within 5 days from the time of publishing of bid. If NEDFI receives no written communication, it shall be deemed that the Bidders are satisfied with the information provided in the EOI document.
2. This EOI document is not an agreement. The scope of work and other information as well as the right and obligations of the successful Bidder shall be set out in a separate agreement to be executed between NEDFI and the successful Bidder.
3. NEDFI reserves the right to accept or reject any or all Bids without giving any reasons thereof.
4. NEDFI shall not entertain or be liable for any claim for costs and expenses in relation to the preparation of the documents to be submitted in terms of this EOI Document.
5. NEDFI shall not be responsible for any late receipt of applications for any reasons whatsoever. The applications received late will not be considered.
6. NEDFI may include any other item in the Scope of work at any time after consultation with applicants or otherwise.
7. The NEDFI reserves the right to relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the NEDFI without assigning any reasons thereof.

EXPRESSION OF INTEREST

North Eastern Development Finance Corporation (NEDFi) invites Expression of Interest for **DESIGNING, FABRICATION, INSTALLATION AND MAINTENANCE OF 3D SELFIE POINTS IN THE NORTH EAST REGION OF INDIA**. Interested party / Firm having relevant experience with sound financial condition may download the EOI document/Form from NEDFi's website www.nedfi.com and may submit their Bid addressed as below with superscription "*EOI for Setting up of 3D Selfie Points in NER*" along with Earnest Money by way of DD/Bankers cheque in favour of NEDFi for Rs. 25,000.00 (Rupees Twenty-Five Thousand Only).

To,

Shri A.K. Das

The Deputy General Manager, NEDFi, NEDFi House,
G.S Road, Dispur,
Guwahati – 781006, Assam

Contact person: -

S. Hussain, AGM (Premises, IT & Admn.)
shussain@nedfi.com/ 98540-28282

Important Dates:

Last date and time for the submission of Bid	: 05 December 2023
Date of opening of Bids	: 05 December 2023
Place of opening of Bids	: NEDFi H.O. NEDFi House, G.S. Road, Dispur, Guwahati- 781005, Assam

In case the date opening falls on a holiday, the bids shall be opened on next working day at the same time and it will be binding on the Tenderer / Bidders for acceptance.

No. NEDFi/32MISC/SELFIE POINT -2023-24/01

Date:22/11/2023

General Information

EOI Reference Number:	NEDFi/32MISC/SELFIE POINT -2023-24/01
Date of release of EOI through NEDFi's website:	22/11/2023
Bid Submission Start Date (Online mode only):	23/11/2023
Start date for submission of query:	23/11/2023
Last date for submission of query:	27/11/2023
Pre-bid meeting date	28/11/2023
Last Date & time for submission of Bid:	05/12/2023 at 15.00 Hrs
Date & time for opening of Technical Bid:	05/12/2023 at 15.30 Hrs
Date & time for opening of Financial Bid	To be informed to shortlisted Bidders after Technical Evaluation (Bidders who obtain a minimum 70 marks in technical evaluation will qualify and only their financial bid will be opened.
Last date for Receipt of Tender fees and EMD:	05/12/2023
Tender Document Fee:	Rs 1,000 /- (Rupees one thousand only) [TENDER FEE/COST: Tender cost will be exempted for Micro, Small and Medium Enterprises (MSMEs) as per Section-10 of the Public Procurement Policy for Micro, Small and Medium Enterprises (MSMEs) Order, 2012; dated 23-12-2012
EMD:	Rs 25,000.00/- (Rupees Twenty-Five Thousand only) [EMD: EMD Fee will be exempted for Micro, Small and Medium Enterprises (MSMEs) and Startups

1. INTRODUCTION

On behalf of Ministry of DoNER, Government of India, North Eastern Development Finance Corporation Ltd. (NEDFi) invites EOI/BIDS from reputed vendors for **setting up of 3D Selfie/Photo points** at important locations in the North Eastern Region or any other place suitable for the purpose to highlight the multi-sectoral progress of the region witnessed in the recent past public

2. REQUIREMENT

The objective of seeking Expression of Interest is for setting up of **3D Selfie Points in NER-region**. Total **12 (Twelve)** in numbers of 3D Selfie Points are to set-up in seven states of NER in a phased manner as mentioned below. Phase I to be completed before 15 December 2023.

Phase-1

Sl. No.	Proposed location	State	Theme	Number
1	Umananda Ropeway, Guwahati	Assam	Infrastructure	1
2	Kaziranga National Park	Assam	Wildlife	1

Phase-2

Sl. No.	Proposed location	State	Theme	Number
1	Tawang Monastery	Arunachal Pradesh	Culture/Tourism	1
2	Namdapha National Park, Miao Changlang	Arunachal Pradesh	Tourism/Wildlife	1
3	Ziro Valley, Ziro	Arunachal Pradesh	Development/Infrastructure	1
4	Assam State Zoo	Assam	Wildlife/Infrastructure	1
5	Shri Govindjee Temple	Imphal	Culture/Tourism	1
6	Mawlynnong Village, East Khasi Hills	Meghalaya	Tourism	1
7	Vantawng Falls, Serchhip	Mizoram	Tourism	1
8	Kachari Ruins, Dimapur	Nagaland	Infrastructure	1
9	Unakoti Rock-cut Sculptures	Tripura	Development	1
10	Jampui Hills, North Tripura	Tripura	Infrastructure	1

3. ELIGIBILITY CRITERIA

- a. The applicant should have registration with GST Department.
- b. The applicant should not have been blacklisted/banned by any of the State and Central Government Departments.
- c. Joint Ventures are not allowed.
- d. The agency must have experience of doing such activity/events of setting up of Selfie Point/Photo Booths/Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution.
- e. The agency should have experience of completing similar type of activity for Government/Public sectors/Banks and FIs in the North Eastern States. Copies of the work orders must attach with the tender.
- f. The applicant firm/agency should have profit making P&L account and balance sheet.
- g. Preference will be given to the applicant who had done similar kind of activity in the North Eastern States.
- h. The Agency should have average annual turnover of **Rs 50 lakh** or above during last three financial years and need to submit the turnover certificate signed by the chartered accountant.

4.SUBMISSION OF EXPRESSION OF INTEREST

- a. The Technical Bid and Financial Bid should be submitted in separate sealed envelopes clearly mentioning the title, RFP number and Date of Opening of the bids.
- b. The Technical Bid should also be submitted in soft copy in the form of Pen Drive / CD / DVD.
- c. EMD as well as the eligibility documents must be submitted in a separate envelope.
- d. All the above envelopes should be placed in another sealed envelope super scribed with the title, EOI number and due date and submitted to

Shri A.K. Das

DGM, NEDFi

NEDFi House, G.S. Road, Dispur, Guwahati-781006, Assam

5. Technical bid (following documents to be submitted)

- a. Profile of the company/firm/agency.
 - b. Detailed design and concept note etc for the selfie points atleast 3 models.
 - c. Details of similar activity done earlier along with the work order copies.
 - d. Undertaking that the applicant have not been backlisted/banned by any of the state and central government.
 - e. Certificate of turnover signed by the chartered accountant.
 - f. GST registration certificate.
- Any other certificate if taken by the company/firm/agency.

6. Financial bid:

The Financial Proposals should only be submitted on Agency's Letterhead with all pages duly signed and stamped by the authorized signatory, failing to which may lead to rejection of the Financial Proposal. The financial bid should be location-wise as mentioned in serial 2 of this Bid documents including expenses of Transportation, Maintenance and Security for minimum 60 days as per the scope of works given in the tender.

7. Scope of work

(A) Design and Size.

3D Selfie Point is an interactive setup that captures three-dimensional images of people or objects. Unlike traditional 2D photos, 3D photos provide depth perception, allowing viewers to see the scene in a more realistic and immersive way. These booths use various technologies to capture and display 3D images, often creating a unique and engaging experience for users. These installations can be used in ongoing campaigns and be installed at public places like railway stations, bus stands, ASI Monuments, or any other tourist place suitable for the purpose.

The scope of work involves design, fabrication and setting up of Ten (12) in numbers of 3D Selfie points of size 120 sq. ft. to 160 sq. ft.(approximately)as mentioned in serial 2 of this Bid documents depending upon availability of space at the designated place. The design of selfie points would be provided by NEDFI during the pre-bid meeting. Some changes in location based on approvals from the hosting authorities may come about. The agency would need to be capable of absorbing the same without escalation of cost.

(B) Specifications and the Requirement are as under:

The 3D Selfie Points could be fabricated with the sculptures/cut outs made of Acrylic boards with fit-in lights. In acrylic selfie booths there should be a base platform, over which the structure is installed, using desired cut out. This material shall also support lighting to give a very elegant and attractive appearance. Following are the key elements:-

- a. Base platform made of metal or MS pipe structure made of wooden material with carpet or vinyl prints covering the complete area of 3D Selfie/Photo Booths.
- b. The background board made of MDF pasted with carpet or vinyl prints giving the background to the whole structure of the selfie point.
- c. Computerised Numerical Control(CNC)-cut-lifesize cut-out of the VVIPs made of Acrylic boards pasted with carpet or vinyl prints.
- d. Computerised Numerical Control (CNC)-cut of logo/theme line/ tag line alphabets made of Acrylic boards and Glass with fit-in lights.
- e. All outdoor Selfie Points are required to be Weather Proof with the facility of Shed.

(C) Additional Services.

The agency setting up Selfie Points will also be required to provide below mentioned facilities / services at the selfie points:

The Agency will be responsible for house-keeping, maintenance, repair & refurbishing (if required) and 24x7 security for not less than two months after installation.

The Agency will be responsible for all other ancillary jobs related set-up, covering of structure if required, maintenance and removal of the structure as required by NEDFI.

General

The selected bidder will be responsible to ensure that suitable manpower is present at the site for co-ordination.

9. Terms and conditions

- a. The approved bidder will work under the directions and guidance of NEDFI. It shall be the sole responsibility of the Agency to ensure all activities undertaken by them for NEDFI are in accordance with the legal framework.
- b. Bid value shall be quoted in Indian Rupees only excluding all applicable taxes.

- c. It shall be responsibility of the agency to ensure applicability of local laws in respect of the manpower hired by them and tax related matters.
- d. The agency is required to sign each page of the bid documents by the authorized signatory. Validity of the bid shall be for 90 days from last day of submission of bids.
- e. NEDFI requires that bidders under this contract observe the highest standard of ethics during the period of agreement and free from any vigilance enquiry. The bidders have to bear the cost associated with the preparation and submission of tender documents to NEDFI.
- f. NEDFI will reject a proposal for award of work if it is determined that the agency recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- g. NEDFI will declare an Applicant/Bidder ineligible, either indefinitely or a stated period of time, to be awarded a contract/contracts, if it at anytime determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- h. Agency will indemnify NEDFI against any claim, loss, suit, liability incurred.
- i. A self-certified undertaking has to be submitted mentioning that they have not been blacklisted by any government organization and the same is not applicable as on date. Approval of drawings before the construction work is the responsibility of the selected applicant.
- j. The successful bidder shall furnish Performance Security Deposit @10% of the value of the contract.
- k. Tender Document Fee of Rs 1,000 /- (Rupees one thousand only) and Earnest Money of Rs. 25000/- (Rupees Twenty-Five Thousand Only) should be submitted through **NEFT** in favour of NEDFi. Account No: 10055610554, IFSC Code: SBIN0007700, Bank Name: State Bank of India, Branch Name: GMC Branch, Bhangagarh, Guwahati or **DD** in favour of NEDFi.

10.Selection process:

Evaluation will be done on both Technical and Financial Bids (QCBS-Quality Cum Cost Based Selection)

Technical Evaluation: The technical evaluation will be done in following two stages:

Stage-I: Scrutiny of documents related to Work Experience, Turnover and Geographical Presence (Total 50 Marks with minimum qualification criteria 30 marks)

Stage-II: Evaluation of Presentations (Total 50 Marks with minimum qualification criteria 30 marks)

Stage-I: The details of the evaluation criteria in the Stage –I Evaluation is as following:

S.NO.	Stage –I Evaluation Criteria	Maximum Marks
1	<p>Turnover:</p> <p>a. The Agency should have an average of INR 50 lakhs in annual turnover accounting for the last three Financial years.</p> <p>Start Ups Registered with DPIIT should have an average of INR 30 lakhs in annual turnover accounting for last three years FYs.</p>	25 Marks
2	<p>Experience</p> <p>The agency should have done at least three (3) jobs which are only related to either Exhibitions or Selfie/ Photo Booths or Tableaux or setting up of Lounges which essentially includes designing, fabrication & on-site execution in the last 3 FYs.</p>	25
Total Marks		50 Marks

Stage –II Evaluation: The details of the evaluation criteria in the Stage –II Evaluation is as following:

S.NO.	Stage –II Evaluation Criteria	Maximum Marks
1.	<p>Appreciation of Brief: Understanding of the project scope and requirements as demonstrated through a power point presentation</p>	10 Marks
2.	<p>Capacity and execution capabilities in interiors/hinterlands: Presenting a case study of some past campaign conducted in the interiors/hinterlands with the documentary evidences of any past Campaign of 3D Selfie/Photo Booths</p>	15 Marks
3.	<p>Design Capability: Presenting the design/concept of the proposed 3D Selfie/Photo Booths (atleast three designs)</p>	25 Marks
	Total Marks	50 Marks

- a) The Agencies which qualify both Stage-I and Stage-II and score more than 70 marks aggregating the marks of Stage-I and Stage-II out of total 100 marks will be considered technically qualified. Financial Bids of only those agencies will be opened which qualifies the Technical Evaluation.
- b) **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes) for each of the jobs listed and, in the format, given in this bid. Financial Proposal should quote one final price (excluding GST) for identified duration in separate envelope. Financial Proposals will be opened in the presence of the Respondents who choose to be present. All concerned will be informed individually.
- c) **The final evaluation will be done on composite score (70% weightage to technical score and 30% weightage to financial score) as per QCBS method.**
- d) After the financial marks are obtained the technical and financial marks will be added up and the bidder scoring highest aggregate marks will stand selected.
- e) The decision of the committee formed by NEDFI will be final and binding. NEDFI reserves the right to accept or reject a proposal without assigning any reason thereof.
- f) The Bidders are required to spell out the rates of GST in an unambiguous term. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entertained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- g) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

Date :

Signature:

Place :

Name & Designation

(Proforma for submission of Financial Proposals)

To be submitted only on Company/Firm's Letter Head. The Per Unit Rate column should be filled out by the Agency as per the Proforma attached; else the Financial Proposal shall be rejected. If any of the rows is left vacant, the financial proposal shall be rejected. The Bidder may quote for each location separately.

EOI No..... dated

Description of the 3D Selfie/Photo Booth	Details of Deliverables	Quantity of 3D Selfie/Photo Booths	Rate for 1(one) 3D Selfie/Photo Booths in Rs. (Excluding GST but inclusive of all other charges, levies etc.) for the period of 30 days
<p>3D selfie / photo booth fabricated with Acrylic boards, Glass and fit-in lights</p> <p>Size 120 sq. ft. to 160 sq. ft. depending upon the design and availability of space (Minimum display period of 30 days)</p>	<p>1. Cost of Design, Fabrication, Installation, Maintenance and Security for 30 days: Such 3D Selfie/Photo Booths could be fabricated with the sculptures/cut outs made of Acrylic boards with fit-in lights. In acrylic selfie booths there should be a base platform, over which the structure is installed, using desired cut out. This material shall also support lighting to give a very elegant and attractive appearance. Following are the key elements of such booths:</p> <p>i. Base platform made of metal or MS pipe structure made of wooden material with carpet or vinyl prints covering the complete area of 3D Selfie/Photo Booths</p>	<p align="center">1</p>	

	<p>ii. The background board made of MDF pasted with carpet or vinyl prints giving the background to the whole structure of the selfie booth.</p> <p>iii. Minimum 4, maximum up to 7 depending upon the approved design Computerised Numerical Control (CNC)-cut elements depicting the characters / beneficiaries / mascots / key elements related to the respective initiative / scheme made of Acrylic boards pasted with carpet or vinyl prints.</p> <p>iv. Computerised Numerical Control (CNC)-cut life size cut-out of the VVIPs made of Acrylic boards pasted with carpet or vinyl prints.</p> <p>v. Computerised Numerical Control (CNC)-cut of logo /theme line / tag line alphabets made of Acrylic boards and Glass with fit-in lights.</p>		
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	<p>The additional services: The agencies setting up 3D Selfie/Photo Booths will also be required to provide below mentioned facilities / services at the selfie booth:</p> <p>i. The Agency will be responsible for house-keeping, maintenance, repair & refurbishing (if required) and 24x7 security till the duration of the campaign as specified in the job order and also removal of the structure when the campaign is over or as and when directed by NEDFI/ client. ii. The Agency will be responsible for photography & videography at the Selfie points on regular basis of the people thronging the booth and upload at least 10 geotagged photos of different visitors in the booth per day and a one minute after installation of booth a one minute on the last day of campaign and on NEDFI App. iii. Agency shall encourage people to take selfies and nudge them to post it on their social media handles under appropriate hashtags.</p> <p>iv. Agency have to submit a interim report on fortnightly basis and complete report (after the dismantling of the 3D Selfie/Photo Booths) including the photos, social media feedback, feedback of visitors etc.</p> <p>v. The Agency will be responsible for all other ancillary jobs related set-up, covering of structure if required, maintenance and removal of the structure as required by the NEDFI/ Client.</p>	1	
	<p>2. Maintenance and Security etc. for beyond 30 days: Cost of the below mentioned facilities / services at the selfie</p>	<p>Quantity of 3D Selfie/Photo Booths</p>	<p>Rate for Maintenance and Security etc. of 1(one) 3D</p>

	booth for each additional period of 30 days: <ul style="list-style-type: none"> a. House-keeping, maintenance, repair & refurbishment (if required) and security (24X7) till the duration of the campaign as specified in the job order and also removal of the structure when the campaign is over or as and when directed by NEDFI/client b. For photography & videography (as detailed in Scope of work). c. All other ancillary jobs related set-up, maintenance, covering of booth if required and removal of the structure as required by the NEDFI/ Client. 	1	Selfie/Photo Booths in Rs. (Excluding GST but inclusive of all other charges, levies etc.) for each additional period of 30 days
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No extra payment to be made by NEDFI for adaptations (if any), which would mean:

- I. Any change in size of the creative with other inputs remaining the same,
- II. Any correction or change of the image or addition of a detail in the same template to suit the local requirements,
- III. To include the logo of the state Government or any other logo as per the requirements of the campaign.

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with NEDFI in future.

2. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/ Public sector undertaking.
3. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.

(Signature of Authorized signatory with date and Seal)

(Proforma for submission of Technical Bid for Selfie booths)

1. **Name of Agency:**

2. **Legal Status of Company/firm/LLP etc.**

Documents to be attached:

- Copy of MCA Incorporation Certificate /legal document of the firm, Details of Owner (Proprietor/Partner/Directors) of company/ copy of partnership deed in case of Partnership firm/LLP

3. **Details of GST** GST No.

- TAN no.

Documents to be attached:

- Copy of registration of GST & TAN.

4. **Contact and Office Details:**

- **Office Details**

Head Office	
State /UT	
Address	
E-mail	
Mobile No.	
Landline No.	

Branch Office 1	
State / UT	
Address	
E-mail	
Mobile No.	
Landline No.	

- **Authorized representative**

Contact Person	
Address	
E-mail	
Mobile No.	
Landline No.	

5. Details of work done (Work Orders) of Outdoor Media Advertising / Digital Wall Painting

Experience details in outdoor media in last three financial years (FY 2020-21, 2021-22, 2022-23)

S No	Work order number	Date of work order	Financial Year	Work order giving organization	Organization Category (Government / PSU)	Invoice number
	Total					

Documents to be attached:

- 1) Self-attested copies of work order & invoice for the same.

6. Turnover Details:

Sl. No	Financial Year	Annual Turnover
	2022-23	
	2021-22	
	2020-21	

Documents to be attached:

- Copy of CA certificate of income of past three years.

7. Blacklisting

Documents to be attached:

- Self-Declaration

8. List of documents attached in chronological order

Sl.No.	Name & required document	Quantity	Remark
Total			

DECLARATION

I (Name of the capital letter) working an (organization) in (Name of agency) authorized by the owner (Name in capital letter and capacity of ownership by proprietor, Director etc.) to certify and undertake that the all the information furnished by me/ us/ our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your organization shall without giving any notice or reason therefor, summarily reject the bid, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely. We shall not have any claim/ right against organization in satisfaction of this condition. I understand that in case any deviation is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with NEDFI in future.

1. I/We do hereby declare that our Company/ Firm has not been blacklisted/ debarred by any Government Department/Public sector undertaking.
2. I/We do hereby declare that our Company/firm has not been part of cartel with other vendors and will quote competitive rates in the bids.

Date:
(Signature)

Place

(Name & Designation of Authorized Signatory)

SEAL OF THE ORGANISATION

Annexure-II Format of Arbitration Clause – Indigenous Private bidders

- All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.
- Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- The sole Arbitrator shall have its seal in Guwahati or such other place in India as may be mutually agreed to between the parties.
- The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

EMD Bank Guarantee Format

Dear Sir,

1. Whereas you have entered into a contract No. dt

.....

(hereinafter referred to as the said Contract with M/s

.....

.....

hereinafter referred to as the "Contractor/Supplier" for supply of services as per Part-II of the said contract to the said contractor and whereas the contractor/supplier has undertaken to produce a bank guarantee for 10% of total Contract value amounting to.....to secure its obligations to the President of India. We the..... Bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the contractor/supplier that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all the any sum up to a maximum of Rupees only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Contractor/supplier indulgence to the Contractor/Supplier by you, or by any alterations in the obligations of the Contractor/Supplier or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for 14 months from the effective date of contract according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the bank or in the constitution of M/s.....
